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The Chronicle.

A JOURNAL DEVOTED TO

THE INTERESTS OF INSURANCE.

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The Chronicle.

A Weekly Insurance Journal.

VOL. XXII., No. 1. OFFICE, 145 BROADWAY. | NEW YORK, THURSDAY, JULY 4, 1878. | J. J. W. O'DONOGHUE, Editor.

A Glance at the Past, Present and Future of Life Insurance.

Up to a comparatively recent date the theory was quite generally held not only by many representatives of life insurance, but by some of the ablest writers on the insurance press, that the system of life insurance as practiced in this country was largely, if not wholly, experimental. Great expectations, rather than present or past experiences, were not infrequently relied upon by the warmest advocates and stanchest believers in the system. Whether the business has or has not been conducted in the past as a gigantic experiment, certain it is that its future will be shaped in no small degree by the results already attained in the business. "By their fruits ye shall know them," is a test by which life insurance as well as all other financial or commercial systems must be measured.

It is unnecessary to go further back than twenty years in the history of life insurance in this country to learn that the beneficent and lasting features of the system have been fairly and fully tested. The most captious critic of the business must admit that during the greater portion of the period mentioned it steadily and surely progressed in public favor. At the close of the year 1859 there were eight life insurance companies organized under the laws of New York state, and then authorized to do business therein. These companies had in force 23,690 policies, insuring $72,197,436.32. Their gross assets amounted to $11,629,085.31, and their gross liabilities were about $7,998,379.08. Ten years thereafter—at the close of the year 1869—there were no less than 41 companies organized under the laws of that state and doing business therein. The number of policies in force had increased to 334,188, insuring $944,744,815.65. The gross assets of the 41 companies amounted to $113,154,363.77; while the gross liabilities, not including capital, aggregated $92,683,066.68, leaving a gross surplus over every item of liability of $20,471,297.09. During the decade mentioned not one of all these institutions failed to meet any of its multitudinous responsibilities.

At the close of the year 1859 there were 6 companies chartered under the laws of other states doing business in New York state. These companies had in force at that time 25,918 policies, insuring $69,300,541.50, with gross assets amounting to $8,906,999.27 to meet liabilities aggregating about $7,466,557.36. Before the close of the year 1869 the companies of the latter class had increased in number to 28, with 322,384 policies in force, insuring $891,873,003.32, their gross assets and liabilities being respectively $114,612,661.80, and $87,630,904.68. At the close of 1869 the business of life insurance in New York state stood as follows:

NEW YORK STATE COMPANIES.

Number of Co's.	Number of Policies in Force.	Amount of Policies in Force.	Gross Assets.	Gross Liabilities Except Capital.
41	334,188	$944,744,815.65	$113,154,363.77	$92,683,066.68
		COMPANIES OF OTHER STATES.		
28	322,384	$891,873,003.32	$114,612,661.80	$87,630,904.68
Total 69	656,572	$1,836,617,818.97	$227,767,025.57	$180,313,971.36

Thus, at the close of the decade the business had increased in the following extraordinary proportions: In number of companies, 55; in number of policies in force, 606,964; in amount of policies in force, $1,695,119,841.15; in gross assets, $207,230,940.99; in gross liabilities, not including capital, $164,849,034.92.

This increase in the volume of new business—which includes that of companies of, and companies authorized to do business in New York state alone—did not, of course, continue. Indeed it would have been necessary to increase the population of the United States more rapidly than has been done to supply a sufficient number of new lives to continue to swell the business in like proportions to that in which it had grown during these ten years of inflation prices and uncertain values.

In 1870 we find 41 companies—the same number as in 1869—chartered under the laws of New York doing business in that state; while the number of companies of other states authorized to do business in New York increased to 30. These companies increased the number of policies in force during the year by more than 91,000. But during the next year the number of policies in force was increased by only 37,553, and the number of New York companies was reduced from 41 to 39—the number of companies of other states being reduced from 30 to 29.

Before the close of 1873 the business had reached an undoubted climax. Of New York state companies the number had fallen from 39 to 27, and the companies of other states reporting to New York department numbered 29. Like all other financial institutions life insurance was more or less affected by the financial panic of 1873. But it is not in the panic nor in the abnormal growth of the business itself that the primary cause of the great falling off in the number of companies and the volume of business transacted is to be found. The chief reason for the decline in the business is to be found in the hopeless failures of a few wretchedly managed companies. Some of these failures may be classed under the euphonious title of reinsurance; but nevertheless they were failures, and many of them were of the most disreputable character. It is worse than useless to dispute that this cause, of all other causes, is the one which contributed most to shake public confidence in the system of life insurance. Upon dishonest or incompetent management, or both, must rest the failure of every life insurance company. To either, or both, of these causes must be attributed the failure of the fifty-two or more companies that have collapsed in this country since 1870. There is no good reason why a life insurance company should fail; and, as we have already intimated, it is worse than useless for any professed or true friend of the business to attempt to justify the failure of any company.

As to the present condition of life insurance there cannot be a shadow of doubt entertained that it is in a healthier condition than it was at any period since its introduction into this country. Although at the close of 1877 there were only 15 companies organized under the laws of New York doing business then in that

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state, yet the fact remains that the number and amount of policies in force have not decreased in the same proportion as the number of companies. These companies with the 19 companies of other states had at the period mentioned in force 633,096 policies, insuring $1,556,105,323, with a gross surplus, after providing for every item of liability, of $61,604,098.22. When the enormous taxation imposed upon life insurance, the great depreciation in every class of securities held as reserves, and the many millions of dollars paid to beneficiaries are considered and accounted for, this magnificent surplus must inspire implicit confidence in the future of this far reaching and most provident system of mutual benevolence.

But the future of life insurance cannot be deemed wholly secure —notwithstanding the millions of dollars which stand to its credit to-day as a guarantee that its mission will be promoted and its bountiful blessings still further dispensed—unless the men who give motive power—life itself—to the system will act intelligently and squarely as guardians of the sacred trusts confided to their care. The drawbacks to the business in the recent past were due to the infidelity of the custodians of those trusts. The ignominious expulsion from the business of those men and their condemnation to perpetual obscurity are the safest and best guarantees that the future of life insurance in this country will be crowned with glorious success. The fact that almost every branch of business enterprise is depressed throughout the country seems to us one of the strongest facts that can be used in demonstrating the necessity for life insurance. Encourage the promulgation of this and every other fact which tend to prove the advantage of participating in the benefits of the system. Let the arts of deception practiced by solicitors in the past be of the past. In every instance let the applicant, policyholder and beneficiary be shown that the system is beyond censure and above criticism, and that its administration is equally unassailable. Then, and not till then, will the growth and prosperity of the business be assured.

Fidelity Insurance.

A charter has just been obtained by the corporators of the Guarantee Association of the city of New York, for the purpose of guaranteeing the fidelity of persons holding places of public or private trust. The capital stock is $150,000 (to be increased if required), in shares of $100 each.

Although this class of insurance has been in operation and profitably conducted in England and other countries for many years, strange to say that at the present time there is not a company in the United States taking that class of risk.

That there is a great field for such a company, and that it would be of inestimable value to the community, there is no doubt. By it persons of approved character instead of being under the unpleasant necessity of asking their friends to be their bondsmen, can, by the payment of a small annual premium, become their own independent sureties. Public companies and employers generally, also, will be relieved of the uncertainties attendant on private suretyships by having bonds which would secure to them the prompt payment of any loss caused them by employés.

Among the list of corporators will be found the names of some of our leading insurance officers, as well as that of a gentleman of many years experience in fidelity guarantee insurance.

That such a company can be conducted with good profit to the stockholders is shown by the records of companies transacting that business.

We therefore welcome the advent of the Guarantee Association, feeling assured that its usefulness will be so appreciated that at no distant date it will become one of the leading institutions of the country.

Minnesota State Board of Fire Underwriters.

The fire insurance agents of the state of Minnesota held a numerously attended meeting at Minneapolis, Minn., on the 26th ult. Agents from nearly every city and town in the state were present. After the calling of the roll and the transaction of some preliminary business, a committee, consisting of the following named gentlemen, was appointed to draft a constitution and by-laws: Messrs. H. L. Moss and C. H. Bigelow, St. Paul; L. H. Green and Robert W. Cummings, Minneapolis; E. T. Greene, Winona; J. M. Greenman, Austin; and R. H. Rose, Mankato. The meeting then adjourned until 2 o'clock in the afternoon.

Afternoon Session.

The committee appointed to draft a constitution and by-laws submitted the same, looking to the establishment of a permanent organization. The report was discussed at length during the afternoon, the sections and articles being debated and adopted in detail, but pending final action, the convention again adjourned to meet in the evening.

Evening Session.

The convention reassembled, and again proceeded with the discussion of the constitution and by-laws. These were adopted substantially as reported by the committee, and the business of the session closed with the election of the following named gentlemen as permanent officers of the association: President, E. B. Ames, Minneapolis; first vice-president, John S. Prince, St. Paul; second vice-president, H. A. Scandarel, Faribault; third vice-president, J. B. D. Searles, St. Cloud; treasurer, L. H. Green, Minneapolis; executive committee—Messrs. H. C. Moss, St. Paul; C. H. Bigelow, St. Paul; E. B. Ames and Isaac McNar, Minneapolis; Robert H. Rose, Mankato; F. Josh, Red Wing; H. C. Wadsworth, Litchfield; J. M. Greeman, Austin; and E. Greene, Winona.

Underwriters' Association of Alabama.

Pursuant to an announcement already made in The Chronicle, the local agents of the state of Alabama met in convention on the 25th inst., at Montgomery, in that state, A. A Walker, of Eufaula, was chosen temporary president, and C. A. Holt, of Mobile, temporary secretary.

After a few preliminary remarks Mr. A. A. Walker addressed the convention substantially as follows:

This, gentlemen, is an occasion of more than ordinary interest to me, as it doubtless is to you, and I feel with tremendous force the grave responsibilities of the hour.

You will pardon a political allusion, as I merely make the reference to draw a simile. I have ever been a firm believer in the great doctrine of state rights and state sovereignty, and my opinions were not based merely upon the teachings of such great lights in our political history as Jefferson or Calhoun, but they were moulded in a great measure by that almost undefinable principle of independence implanted in the bosom of every freeman which teaches that government derives its powers from the consent of the governed.

And just here, in my humble opinion, was the great defect in the National Board of Fire Underwriters; it ignored almost wholly the consent of the governed; it was a centralized despotism—an autocracy as imperious as power could make it; and hence, in this enlightened age and in this grand republic of free institutions, it was a strange oriental plant in a strange soil, and after a fitful existence it could but wither and die, and, for one, I nourished no

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Jonas' mystical gourd for its protection, nor was I one of the mourners at its funeral.

I will not attempt an elaborate review of the National Board, nor will I cast any reflections upon its originators.

It had its origin in the necessities and dangers that at that time imperiled the very foundations of American insurance; it had its career, and the downfall that its stanchest advocate must have seen was, from its very foundation, inevitable, and from one extreme we have vibrated to another. From a despotic government we have so revolutionized our system as to stand in the unenviable and unparalleled attitude of having no government at all.

Some form of government—yes, any form of government is preferable to no government.

A monarchy before anarchy always; but happily for us and for the great interest that we represent, we have to-day the priceless privilege of selecting for ourselves.

The boon of self-government is at this golden moment within our reach, and we have only to stretch forth our hands and grasp the prize. Are we worthy of it?

I would not mar the harmony of our present assembly by any unpleasant references, but man is a creature of impulse, and unrestrained he is almost invariably governed by motives of selfishness, rather than by the golden rule, "Whatever ye would that others should do unto you, do ye even so unto them," and hence a wise, healthy code of laws is as essentially necessary for his moral restraint as hygiene is to his physical well being, nor can he hope for prosperity without a due observance of every law, human or divine.

If this is a fact it becomes us to consider carefully the duties of the hour and the grave responsibilities that rest upon us as individuals and as a body.

"In union there is strength," "In combined effort there is power"—and hence the mechanic has his "trades union," the merchant his "board of trade," the physician his "medical board," the banker his "association," and I might continue my enumeration until every department of the professions, the trades and the commerce of the civilized world were enumerated, and shall we and our honored profession stand before the world as a solitary exception for its scorn and contempt? No, gentlemen, a thousand times no. Rather let us resign our agencies and use our pens and stationery in writing our own epitaphs, and let those epitaphs be short and truthful—*unworthy of the trust*—and let us give our places to worthier representatives.

We want and must have an organization. The "trades unions" and others that we have referred to only have enough machinery about their peculiar forms of government to make them effectual—a mere court of appeal to enforce a healthy rule or law and to punish an offender who violates his pledge of honor; and this is all we want, and without this our business will retrograde and our profession meet its merited scorn.

In conclusion, gentlemen of the convention, let me urge upon you prompt and decisive action; let us wisely improve our time, and as we reason together let us be in the exercise of a charity that will duly weigh the rights and interests of each and every member of the convention.

I urge action because I firmly believe that a great necessity exists for it. To-day the eyes of the wisest and best underwriters of the nation are turned towards us in anxious expectancy, and whether we would or not, we are to add a chapter to the insurance annals of the country. Will the page be bright with the record of duty faithfully performed, or will it be dimmed by selfishness and incompetency? The task is a hard one, but you and I are to perform it. The chalice may be bitter, but we are to drain it.

I urge action again because I believe that we owe it to our patrons to see that a healthy security is measured out to them when they have given its value for it. We owe it to the companies that we represent to see that they get paid a fair remuneration for the risk that they assume; and lastly, gentlemen, we owe it to ourselves and each other to see that we are fairly compensated for the study, the care and the labor that we perform and the responsibility that we necessarily assume.

And now, gentlemen, I recommend briefly that we legislate so as to promote the direct interest of all, but especially of local agents; that we strive to relieve the profession of the many burdens and evils that daily beset us; that we labor to secure a uniform and correct practice of underwriting throughout the state; and that, above all, we set a laudable example for the imitation of all local organizations, so that honor may find its true resting place within and among the fraternity throughout our entire boundaries, and let us as a state organization so let our light shine that others may see our good works and glorify our honored profession.

On motion of Mr. Putnam, of Mobile, a committee of three was appointed on credentials, consisting of Israel Putnam, of Mobile; A. H. Moses, of Montgomery; N. D. Cross, of Selma.

A committee of three was appointed on permanent organization, who reported as officers of the convention: President, A. A. Walker, Eufaula; vice-president, William H. Ross, Mobile; secretary, E. B. Joseph, Montgomery; treasurer, Robert Cloud, Tuscumbia. The report of the committee was unanimously adopted.

The report of the committee to whom was referred the proposed by-laws relating to tariffs, was read, and, on motion of Mr. Putnam, action on the report was taken seriatim.

After discussion, participated in by nearly every member of the convention, the question being upon the adoption of the substitute offered by the committee, Mr. Moses moved to table, which motion having been lost, Mr. Coxe moved the adoption of the section as reported. Carried.

Mr. Coxe moved to reconsider the vote by which the tariff section, as reported by the select committee, was adopted. Carried

Mr. Cross moved to refer the section to a committee of three. Tabled.

Mr. Coxe then moved the adoption of the original report of the committee on consitution and by-laws, as amended, as a whole. Unanimously carried.

On motion of Mr. Coxe, the vote adopting the amendment to the amendment of paragraph in 2d article of the constitution relating to general and special agents was reconsidered and stricken out.

Mr. Coxe moved that the permanent organization of the Underwriters' Association of Alabama be proceeded with by the election of officers for the ensuing year. Adopted.

Nominations for president being then in order, Mr. Moses nominated Mr. R. E. Coxe, of Huntsville. Mr. Beasley nominated Mr. N. D. Cross, of Selma.

Upon counting up the votes after a second ballot it was found that Col. R. E. Coxe had received a majority of all the votes cast, and was declared president of the association.

The election of Col. Coxe was made unanimous by a rising vote.

A ballot was then had for the three vice-presidents, and resulted in the unanimous election of Messrs. Ross, Moses and Cross.

Mr. Walker, of Eufaula, nominated E. B. Joseph for secretary and treasurer. Mr. Joseph was declared elected.

Messrs. A. A. Walker, of Eufaula, and J. R. Adams, of Montgomery, were unanimously elected members of the executive committee.

Resolutions were adopted ordering the printing and circulation of the constitution and by-laws, requesting the insurance men of the state to become members of the association, and thanking the various persons who had added to the comforts of the members of the convention.

The president then named the following standing committees, as provided by the constitution:

Local Boards and Tariffs—W. W. Sublette, Montgomery; J. R. Abrams, Greenville; R. O. Randall, Gadsden.

Incendiarism and Arson—Thomas Peters, Jr., Selma; Israel Putnam, Mobile; Chas. A. Holt, Mobile.

Legislation and Taxation—B. M. Woolsey, Selma; A. A. Walker, Eufaula; J. R. Adams, Montgomery.

Fire Department and Water Supply—John Maguire, Mobile; John L. Rison, Huntsville; A. Kayser, Selma.

Statistics—Robert Cloud, Tuscumbia; S. H. Beasley, Montgomery; H. D. Green, Troy.

The association then adjourned *sine die*.

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FIRE INSURANCE IN OHIO.

The following tables show the condition and business of Ohio fire and fire-marine insurance companies, and the risks written, premiums received and losses paid in Ohio during the year 1877 by the companies of that and other states doing business there:

OHIO JOINT-STOCK, FIRE AND FIRE-MARINE INSURANCE COMPANIES.

Name of Company.	Capital.	Assets.	Liabilities Except Capital Stock.	Income.	Expenditures.	Aggregate Risks in Force December 31, 1877.	Risks Written.	Premiums Received.	Losses Paid.
Amazon, Cincinnati	$300,000.00	$672,141.42	$183,004.68	$230,456.22	$411,468.17	$13,213,534.00	$4,570,021.24	$50,702.45	$41,291.00
Aurora, Cincinnati	100,000.00	208,970.73	46,043.41	84,719.94	76,020.22	7,361,459.00	2,674,501.00	31,886.85	8,090.32
Citizens', Cincinnati	100,000.00	125,278.63	20,191.04	41,255.53	36,063.41	1,953,931.00	3,126,725.00	30,488.88	12,066.45
Cooper, Dayton	100,000.00	217,282.23	59,995.19	86,013.00	70,920.97	9,080,773.00	1,931,834.00	19,005.51	7,220.20
Commercial, Cincinnati	100,000.00	210,202.29	34,199.70	58,428.09	50,074.14	2,812,880.00	4,069,273.00	64,686.76	19,908.00
Cincinnati, Cincinnati	150,000.00	225,997.34	22,359.81	51,015.94	48,917.77	3,446,935.00	3,028,833.00	31,308.04	13,063.34
Eagle, Cincinnati	100,000.00	173,102.04	9,422.23	29,336.34	23,683.83	1,775,100.00	2,217,900.00	18,844.47	3,949.71
Enterprise, Cincinnati	300,000.00	409,581.75	86,081.42	157,484.97	167,616.12	7,208,697.00	4,108,961.00	42,787.35	15,761.07
Eureka, Cincinnati	100,000.00	150,908.28	45,785.06	81,097.36	70,849.50	1,407,475.00	1,673,326.00	19,316.43	7,497.01
Farmers', Cincinnati	84,349.95	116,892.57	35,780.71	43,798.16	49,856.17	1,787,228.00	2,960,396.00	21,631.43	17,314.86
Farmers', Howard	100,000.00	*155,554.71	51,988.40	28,452.60	29,377.95	10,981,410.00	1,401,833.00	16,417.06	11,935.32
Farmers' Home, Jelloway	200,000.00	252,979.23	48,912.51	21,991.10	21,882.42	6,531,862.00	1,430,223.00	13,653.05	7,281.75
Fidelity, Cincinnati	100,000.00	153,689.18	15,927.18	27,236.12	26,585.12	2,688,869.00	2,207,044.00	21,158.48	8,367.79
Fidelity, Delphos	100,000.00	118,477.54	17,454.75	30,763.32	26,906.44	2,334,764.00	2,237,440.00	31,960.33	10,414.10
Firemen's, Dayton	250,000.00	410,424.96	100,357.61	120,455.49	122,840.10	12,988,108.00	3,995,194.00	47,509.97	12,678.26
Firemen's, Cincinnati	100,000.00	179,346.16	26,488.21	52,550.42	55,928.18	2,668,121.00	3,057,431.00	33,227.18	14,196.94
Franklin, Columbus	200,000.00	262,368.42	29,803.91	58,335.32	46,716.25	5,639,788.00	2,162,431.00	21,855.45	7,059.94
Germania, Cincinnati	100,000.00	146,217.18	25,157.40	42,148.40	54,771.41	3,585,614.33	2,575,056.49	26,206.47	17,037.47
Globe, Cincinnati	100,000.00	135,276.79	23,489.04	46,059.48	54,279.54	2,715,699.00	2,294,732.00	32,441.17	21,242.53
Hibernia, Cleveland	100,000.00	154,599.36	40,532.17	39,083.44	34,843.94	2,943,545.00	2,875,434.00	32,141.39	7,727.38
Home, Columbus	250,000.00	394,581.51	94,746.10	266,567.28	326,558.38	13,983,309.00	4,389,438.00	55,244.57	34,491.29
Jefferson, Steubenville	100,000.00	154,926.41	27,907.90	39,922.14	46,674.79	3,103,121.00	2,089,504.00	27,928.05	24,042.59
Mercantile, Cleveland	200,000.00	364,482.71	62,640.61	113,831.21	125,446.91	7,783,525.00	2,591,807.00	26,526.29	5,772.18
Merchants' & Manuf'rers', Cinn.	150,000.00	225,205.72	18,300.78	47,123.12	43,401.77	2,529,607.00	2,292,089.00	21,759.45	7,488.46
Miami Valley, Dayton	100,000.00	175,003.29	30,000.42	42,868.30	32,840.53	4,882,845.00	3,072,150.00	40,254.68	9,555.07
National, Cincinnati	100,000.00	148,072.09	33,337.01	65,258.94	65,958.69	2,744,516.00	2,425,476.00	25,974.08	8,163.78
Ohio, Chillicothe	100,000.00	118,817.18	11,463.96	19,533.55	21,905.20	1,463,118.00	1,310,302.00	16,377.81	6,295.30
Ohio, Dayton	107,500.00	172,251.45	46,096.20	58,755.41	52,536.45	5,444,965.00	3,020,453.00	58,766.50	24,705.51
Teutonia, Dayton	100,000.00	246,381.98	44,913.57	61,600.96	41,125.42	6,852,092.00	3,523,888.00	46,764.62	6,557.52
Toledo, Toledo	200,000.00	251,394.49	45,369.50	120,263.62	131,757.52	4,646,521.00	998,144.33	14,899.96	11,157.51
Union, Cincinnati	100,000.00	127,330.13	24,931.75	35,048.99	36,108.07	2,454,464.00	2,063,488.00	28,473.18	13,825.27
Western, Cincinnati	100,000.00	147,508.39	19,356.96	37,047.50	31,548.66	2,456,417.00	2,307,979.00	25,066.26	2,913.28
Washington, Cincinnati	100,000.00	122,330.90	12,314.83	25,910.45	30,201.95	2,018,957.79	1,851,767.33	20,916.59	9,513.98
Totals	$4,491,849.95	$7,127,572.06	$1,394,304.02	$2,265,482.71	$2,465,665.99	$162,889,250.12	$87,135,021.39	$1,005,180.76	$428,587.18

* This company also have $19,000 in personal loans, which is claimed to be perfectly good, and doubtless is. These loans were excluded from the available assets of the company because not secured by mortgage on real estate.

COMPANIES OF OTHER STATES.

Name of Company.	Risks Written.	Premiums Received.	Losses Paid.
Ætna, Hartford	$10,898,087.00	$129,617.71	$49,701.10
Allemannia, Pittsburgh	471,350.00	6,322.16	5,393.28
American, Chicago	11,358,358.00	55,040.39	30,477.94
American, Newark	530,476.05	4,517.76	1,904.75
American, Philadelphia	788,028.00	9,088.64	833.84
American Central, St. Louis	875,420.00	9,386.64	3,097.11
Atlantic, Brooklyn	874,636.00	8,526.62	2,796.14
Atlantic, Providence	484,608.15	5,020.93	2,269.45
Alliance, Boston	138,611.83	2,169.51	9,181.99
Amity, New York	97,632.00	1,055.36	94.91
British America, Toronto	2,317,860.00	28,236.38	14,468.67
Buffalo, Buffalo	378,419.00	5,165.93	3,410.73
Buffalo-German, Buffalo	1,296,207.00	14,178.92	2,075.15
City, Pittsburgh	587,919.47	8,390.88	5,452.48
Columbia, New York	435,156.66	5,408.53	822.91
Citizens', Pittsburgh	168,066.66	3,098.68	2,167.47
Citizens', St. Louis	320,157.00	3,776.23	951.88
Clay, Newport	82,900.00	1,087.47	2,010.12
Commerce, Albany	556,111.00	4,746.23	1,212.08
Commerce, New York	102,953.34	1,014.89	98.66
Commercial, New York	522,955.33	5,180.04	....
Commercial Union—U. S. Branch	1,500,579.00	17,210.17	7,434.07
Commonwealth, Boston	971,868.00	10,821.79	6,230.30
Connecticut, Hartford	1,213,638.00	15,012.93	1,482.98
Continental, New York	8,517,305.00	74,347.29	21,844.38
Delaware Mutual Safety, Philadelphia	2,097,101.00	19,452.79	10,149.88
Detroit, Detroit	282,727.00	1,823.06	3.32
Eliot, Boston	385,836.00	3,283.58	1,677.26
Equitable, Providence	484,608.15	5,020.93	2,269.45
Etna, New York	210,710.00	2,110.89	2,222.49
Exchange, New York	188,986.00	1,606.92	917.98
Fairfield, South Norwalk	361,112.00	4,125.64	4,423.64
Faneuil Hall, Boston	1,821,080.60	22,580.56	11,255.70
Farmers', York	1,431,021.00	19,551.13	11,702.51
Fire Association, Philadelphia	3,881,297.82	47,599.54	22,305.82
Firemen's, Boston	385,836.00	3,283.58	1,747.25
Firemen's, Newark	239,975.00	1,882.67	6.90
Fireman's Fund, San Francisco	1,359,552.33	15,354.96	5,246.69
Franklin, Philadelphia	2,163,189.67	23,311.04	18,026.10
Firemen's Fund, New York	430,142.00	7,393.60	916.09
German, Wheeling	888,207.00	12,621.33	6,394.88
German, Pittsburgh	100,900.00	917.09	....
German-American, New York	3,199,484.00	35,594.71	12,838.38
Germania, New York	1,690,569.50	21,963.12	5,598.23
Girard, Philadelphia	1,555,121.00	15,401.48	6,597.65
Glens Falls, Glens Falls	3,244,930.00	32,574.71	18,208.07
Granite, Richmond	144,218.00	2,508.30	2,330.05
Guardian, London	257,050.00	2,387.11	....
Hanover, New York	1,690,569.50	21,963.12	5,598.23
Hartford, Hartford	5,963,582.00	67,580.08	21,103.48

Name of Company.	Risks Written.	Premiums Received.	Losses Paid.
Hoffman, New York	$191,365.00	$1,880.77	....
Home, Newark	278,075.66	2,678.70	....
Home, New York	10,022,329.00	115,615.95	$45,040.69
Howard, New York	1,400,909.00	13,962.71	3,497.71
Humboldt, Newark	382,052.00	5,127.67	2,288.94
Hamburg-Bremen—U. S. Branch	714,170.00	6,152.87	175.30
Imperial—U. S. Branch	1,318,394.08	14,204.75	4,582.95
Insurance Co. of N. America, Phila.	7,006,864.00	83,196.01	32,376.40
Insurance Co. of State of Penn., Pa.	527,959.60	5,747.63	1,123.99
Jefferson, St. Louis	260,835.65	3,226.10	2,405.85
Kenton, Covington	1,154,822.00	19,561.33	8,981.98
Lamar, New York	252,768.00	3,165.19	2,159.99
Lancaster, Lancaster	534,648.00	8,686.40	2,548.46
Lancashire—U. S. Branch	1,722,167.50	16,256.26	2,700.30
Liver. & Lon. & Globe—U. S. Branch	4,772,144.00	52,600.75	4,474.64
London Assurance—U. S. Branch	1,802,191.00	19,428.91	3,719.41
Lorillard, New York	581,087.00	4,112.33	314.48
Lycoming, Muncy	2,320,714.00	30,063.71	43,990.96
Manhattan, New York	1,267,914.00	11,494.04	10,609.04
Manufacturers', Newark	298,500.00	3,394.14	4,172.59
Merchants', Newark	1,467,740.61	14,029.83	1,990.07
Merchants', Providence	484,608.15	5,020.93	2,269.45
Mercantile Mutual, New York	....	....	....
Mechanics' & Traders', New York	130,016.00	1,964.87	4,585.84
Meriden, Meriden	785,556.00	9,819.45	3,894.06
Michigan State, Adrian	148,968.00	1,662.85	992.70
Millville Mutual, Millville	1,587,566.00	26,753.77	9,499.54
Milwaukee Mechanics' Mutual, Mil'e.	2,392,949.00	26,298.12	14,534.55
Mobile Fire Department, Mobile	329,508.00	4,190.81	1,256.44
Manufacturers', Boston	360,984.00	4,950.74	....
Merchants' & Mechanics', Richmond	$466,883.00	$7,806.48	$4,612.60
New Hampshire, Manchester	202,400.00	2,588.64	....
National, Hartford	1,064,065.00	11,995.87	3,485.19
National, New York	509,300.00	5,272.61	2,917.87
Newark City, Newark	216,552.00	4,270.80	7,659.56
New York Central, Union Springs	388,800.00	6,748.71	7,329.72
Niagara, New York	3,946,407.00	49,458.68	22,308.17
N. British & Mercantile—U. S. Br'h.	4,174,958.00	49,112.46	13,836.84
Northwestern National, Milwaukee	1,036,621.00	10,794.56	4,996.97
Northern, Watertown	343,267.00	4,671.88	2,237.84
Northern Assurance—U. S. Branch	1,318,394.08	14,204.75	3,073.60
New York City, New York	105,200.00	992.96	....
Newark, Newark	160,885.00	2,066.08	....
Orient, Hartford	567,565.00	6,260.70	279.70
Orient Mutual, New York	559,366.00	10,913.09	3,900.00
Pacific Mutual, New York	....	....	....
Pennsylvania, Philadelphia	1,749,830.00	23,269.05	8,251.90
People's, Newark	1,503,587.00	16,570.84	6,244.73
People's, Trenton	781,272.33	8,404.27	7,517.70
Phenix, Brooklyn	4,964,852.00	57,079.22	20,068.69
Phœnix, Hartford	11,652,986.00	149,671.13	52,815.93
Prescott, Boston	189,497.00	2,104.03	2,161.96
Providence-Washington, Providence	484,608.00	5,020.93	2,269.45
Queen—U. S. Branch	3,111,805.00	34,553.29	6,874.44
Resolute, New York	88,300.00	890.44	294.91

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Name of Company.	Risks Written.	Premiums Received.	Losses Paid.
Revere, Boston	$351,262.00	$3,057.07	....
Rochester, Rochester, Pennsylvania	269,632.15	4,990.72	$4,389.40
Rochester-German, Rochester, N. Y.	728,912.00	7,251.38	4,215.55
Roger Williams, Providence	836,281.00	11,220.63	3,273.63
Royal—U. S. Branch	10,078,781.60	115,657.56	39,235.67
Scottish Commercial—U. S. Branch	14,240,548.55	55,041.76	10,034.50
Security, New Haven	408,608.00	4,666.10	2,763.29
Shawmut, Boston	591,869.00	7,660.23	1,939.82
Springfield, Springfield	2,422,921.67	33,320.69	14,293.80
Standard, New York	448,610.00	3,559.28	74.68
Standard, Trenton	325,648.98	5,633.25	5,048.32
Star, New York	531,876.00	5,299.49	1,170.71
St. Nicholas, New York	248,907.00	1,972.85	97.06
St. Paul, St. Paul	803,216.00	11,560.60	9,142.55
Shoe & Leather, Boston	87,983.00	678.59	72.21
Trade, Camden	312,427.00	5,142.57	8,165.82
Traders', Chicago	719,186.00	7,062.23	3,474.79
Union, Buffalo	137,748.00	1,393.45	143.21
Union, Pittsburgh	134,085.00	1,413.85	715.45
Union, Philadelphia	754,969.00	6,964.32	1,950.17
Watertown, Watertown	3,152,603.00	55,527.54	27,884.19
Westchester	2,631,470.00	27,553.00	10,216.92
Western Assurance—U. S. Branch	1,996,675.00	20,527.51	13,205.02
Williamsburgh City, Brooklyn	579,456.00	6,000.59	1,316.37
Washington, Boston	385,835.00	3,111.41	1,758.97
Totals	$205,885,050.52	$2,226,434.75	$908,874.17

Twelve fire and fire-marine insurance companies of Ohio and fifteen companies of other states did a marine and inland business in Ohio during the year 1877 as follows:

Ohio companies, risks written	$12,257,419
Ohio companies, premiums received	284,131
Ohio companies, losses paid	209,976
Other state companies, risks written	13,680,968
Other state companies, premiums received	99,127
Other state companies, losses paid	80,913

AGGREGATE BUSINESS OF ALL COMPANIES.

Risks written by Ohio stock companies	$99,392,440.87
Risks written by Ohio mutual companies	55,515,544.85
Risks written by companies of other states	219,566,084.35
Total	$374,474,094.07
Premiums received by Ohio stock companies	$1,299,312.01
Premiums received by Ohio mutual companies	483,676.10
Premiums received by companies of other states	2,325,562.64
Total	$4,108,550.75
Losses paid by Ohio stock companies	$638,568.20
Losses paid by Ohio mutual companies	400,077.91
Losses paid by companies of other states	989,787.80
Total	$2,028,428.91
Excess of premiums over losses paid	2,080,121.84

Georgia Underwriters' Association.

Brief mention was made in last week's CHRONICLE of the proceedings of the convention of underwriters held at Atlanta, Ga., on the 18th ult. Following is a synopsis of the business transacted at the meeting:

An invitation having been given by the resident fire underwriters of Atlanta, Ga., to the local underwriters throughout the state, and to representatives of companies conforming to state laws, to assemble in convention in the city of Atlanta, for the purpose of organizing a state association of fire underwriters.

In pursuance thereof, a number of fire underwriters from different parts of the state, and of representatives of companies, assembled the above date in the ladies' ordinary of the Kimball house, in the city of Atlanta, at 10 A. M.

On motion of Mr. M. J. Clancy, of Macon, Mr. W. P. Pattillo, of Atlanta, was elected temporary chairman.

On motion of Mr. J. D. Munnerlyn, of Waynesboro, Mr. Thomas Egleston, of Atlanta, was requested to act as temporary secretary.

The chair introduced Judge A. C. Blodgett, of the Franklin fire insurance company, of Philadelphia, who proceeded to address the convention. His remarks were well timed, and received with applause.

The committee on constitution, etc., then made their report, which, with the exception of section 10 of the by-laws, was adopted as a whole.

The following officers were declared duly elected: R. H. Footman, president; W. P. Pattillo, W. W. Thomas, D. F. Willcox, vice-presidents; John A. Whitner, secretary and treasurer; R. H. Footman, Savannah; W. P. Pattillo, Atlanta; W. W. Thomas, Athens; D. F. Willcox, Columbus; Jno. A. Whitner, Atlanta; J. Gadsden King, Atlanta; Jno. A. Perdue, Atlanta, executive committee.

SECOND DAY—Wednesday 19th.

Mr. H. C. Stockdell, of Atlanta, proposed the following, which was unanimously adopted:

Resolved, That no member be allowed to speak longer than ten minutes at any one time on the same subject, nor oftener than twice on the same subject, except by the unanimous consent of all the members present.

General W. S. Walker, of Atlanta, proposed the following, which was adopted:

Resolved, That all underwriters in the state of Georgia be, and are hereby, cordially invited to become members of this association, and that the secretary communicate this resolution to them by letter.

Mr. C. W. Harris, of Augusta, proposed the following:

Resolved, That the comptroller-general of the state of Georgia be declared *ex-officio* a member of this association.

Adopted unanimously.

General W. S. Walker, of Atlanta, moved that all visiting adjusters and underwriters be invited to the privilges of the floor, which was adopted.

The following among other letters were read, and ordered to be spread upon the minutes:

THE FRANKLIN FIRE INSURANCE CO.,
PHILADELPHIA, June 13, 1878.

JOHN A. WHITNER, Esq., *Secretary:*

Dear Sir,—Your circular, invitation to attend the Convention on the 18th inst., at hand. General Agent A. C. Blodgett and Special Agent A. Z. Boyer, will be present and represent the Franklin.

With best wishes for the success of the convention, and thanks for the invitation to be represented,

I am, very respectfully, J. PEETREY, *Manager.*

THE LIVERPOOL & LONDON & GLOBE INS. CO.,
NEW YORK, June 14, 1878.

J. A. WHITNER, Esq., Atlanta, Ga.:

Dear Sir,—Your circular of 3d inst., inviting my attendance at a convention to be held at your city on the 18th instant, is duly received, and while appreciating the objects of the meeting—the result of which I await with interest—I find it impossible for me to attend.

Yours, very truly, J. G. PULSFORD, *Resident Manager.*

OFFICE OF THE CHRONICLE,
NEW YORK, June 14, 1878.

JOHN A. WHITNER, Esq., *Secretary Atlanta Board of Underwriters, Atlanta, Ga.:*

Dear Sir,—I beg to acknowledge receipt of your polite note of invitation by the Atlanta (Georgia) Board of Underwriters to attend a meeting, to be held in your city, on the 18th instant, "for the purpose of organizing a state association of fire underwriters."

Should it be in my power, I shall take great pleasure in being present. The movement has my hearty coöperation, it being one of the ways to aid in improving the business, and saving the insurance companies from themselves. With best wishes, I remain, Yours truly, JOHN J. W. O'DONOGHUE.

The hour having arrived for the special order of the day (viz., section 10 of the by-laws), the same was taken up.

On motion, the secretary read the section in full, as reported by the committee, as follows, viz.:

SECTION 10. When a local agent shall have been convicted, according to the rules and regulations of his local board, of any violation of rates or rules of his board, and he shall fail, upon due notice, to correct the error complained of, paying such penalty as may be imposed by his board for the offence committed, it shall become the duty of such local board to notify the executive committee of the facts in the case, who shall determine the merits of the issue between the local board and the agent. Should they find that the local board is in error, they shall so advise them; and the local board will conform to their decision and instruction. Should they find that the agent has violated the rules of the local board, they will communicate the facts of the case, and request the company to require their agent to conform to the requirements of the local board; and if such company or companies fail to enforce, on part of such agent, within fifteen days, compliance with the rules of his local board, the executive committee shall at once communicate with every agent in the state, requiring, in accordance with their mutual obligation, that they suspend business for such company or companies; and it shall be the duty of every member of the association representing such company or companies, as well as of the secretary of the state association, to advise the company of the suspension of business, and the cause therefor.

Mr. D. F. Willcox, of Columbus, proposed the following as a substitute, viz.:

SECTION 10. The whole matter of rates shall be left with the local boards of the state, who are severally requested to proceed, as rapidly as possible, to frame tariffs, and send copies of the same to the association through its secretary.

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Gen. W. S. Walker, of Atlanta, proposed the following as an amendment to the latter, which was accepted by Mr. Willcox, viz.:

All disputes and difficulties between agents and their local boards, or with their companies, may be referred to the executive committee, who shall consider the issues involved, and decide in accordance with their merits.

After full discussion, participated in by various members of the association, on motion, said section 10, as reported by the committee, was referred, together with the substitute and amendment proposed thereto, to a special committee, appointed by the chair, consisting of Edward S. Gay, of Atlanta; D. F. Willcox, of Columbus; W. S. Walker, of Atlanta; H. C. Stockdell, of Atlanta; W. W. Thomas, Athens.

Mr. Gay, of Atlanta, chairman of special committee, to whom were referred section 10 of by-laws and proposed amendments thereto, made a report, which, on motion, was received.

After discussion, on motion, the section reported by the committee for adoption was adopted, as follows, viz.:

SECTION 10. The whole matter of rates shall be left with the local boards of the state, who are severally requested to proceed, as rapidly as possible, to frame tariffs, and send copies of same to the association through its secretary. All disputes and difficulties between agents and their local boards, or their companies, may be referred to the executive committee, who shall consider the issues involved, and decide in accordance with their merits.

On motion of Major J. B. Morgan, of Atlanta, the remainder of the report of said committee, recommending questions to be submitted to the next annual meeting of this association, was laid on the table.

On motion, M. J. Clancy, of Macon, was appointed a committee of one to wait upon the comptroller-general and inform him of his election to membership.

Mr. H. C. Stockdell, of Atlanta, proposed the following, which was adopted:

Resolved, That a copy of the constitution and by-laws, together with the proceedings of this session, be furnished every underwriter in Georgia, and also to the companies doing business in the state.

Resolved, That everyone coming under the above class be cordially invited to join us in this move towards reform, and that all who are disposed to become members be requested to notify our secretary, so that their names may be enrolled on the membership list.

The president announced the following standing committees for the ensuing year:

Local Boards and Tariffs—Ed. S. Gay, Atlanta; W. W. Thomas, Athens; J. D. Johnston, Savannah.

Form of Policies—C. A. Reitze, Savannah; C. W. Harris, Augusta; W. F. Groves, Marietta.

Legislation and Taxation—W. S. Walker, Atlanta; J. T. Norris, Cartersville; I. C. Plant, Macon.

Fire Department and Water Supply—J. T. Thomas, Savannah; J. M. Dexter, Brunswick; Joel Hurt, Atlanta.

Statistics—D. F. Willcox, Columbus; L. Lanier, West Point; J. G. Whitfield, LaGrange.

General Walker, of Atlanta, proposed the following, which was agreed to: That the committee on legislation and taxation be instructed at the earlest moment to confer with the comptroller-general and the attorney-general as to what steps should be taken to correct the action of the Ætna and other insurance companies in endeavoring to evade the laws of the state, by effecting insurance without conforming to state laws. They will also take such other measures as they may find advisable to direct legislative enactments in this and other states as may be calculated to correct this evil.

Mr. Gay, of Atlanta, offered the following:

Resolved, That in opinion of this body, the adjustment of losses by special agents, or adjusters of fire insurance losses, constitutes the highest act of agency, and that parties acting in such capacity, for companies not authorized to do business, are, in our judgment, acting in violation of law, and that the comptroller-general be requested to enforce rigidly the laws of this state against parties so offending, as a measure of protection due the agents and companies complying with the laws of the state, if the laws of Georgia provide the desired protection, as we believe they do.

Referred to the committee on legislation and taxation.

Mr. L. Carrington, of Milledgeville, offered the following, which was agreed to:

Resolved, That this association most respectfully represent to the patrons of insurance companies the risk they run in insuring their property in companies not represented in this state, believing as we do that the company which does not make the deposit as required by law, and does not obey state laws enacted for the protection of policyholders, is of doubtful responsibility and unworthy of confidence and support.

Mr. E. T. Harden, of Savannah, offered the following:

Resolved, That this association, through its committee on legislation and taxation, shall take immediate action for the suppression of the practice indulged in by companies not making the deposit, as required by our state (viz., the writing of policies upon property in this state at the home offices, at rates not deemed by this association as adequate or in conformity with its ideas of right), such action having for its end the total abolition of the agency business.

Mr. L. Carrington, of Milledgeville, offered the following amendment to the above:

Resolved, That the comptroller-general be requested to give a special prominence, at the next session of the general assembly of this state, to the legislation already enacted, and necessary to be enacted, to protect the interests of the state, of the people, and of the law-abiding underwriters of the state.

On motion, the above resolution and amendment were referred to the committee on legislation and taxation.

Mr. W. P. Pattillo, of Atlanta, offered the following:

Resolved, That this association most respectfully memorialize the legislature, at its next session, to enact a law declaring that the soliciting of insurance, or conducting a correspondence in reference thereto, the issuing of policies, collection of premiums and adjustment of losses, when such actions have reference to the insurance or adjustment of losses, on property not owned by such party or parties so acting, shall be deemed acts of agency.

Which was referred to committee on legislation and taxation.

Mr. I. S. Boyd, of Atlanta, offered the following:

Resolved, That the committee on legislation and taxation be requested to memorialize the legislature for the passage of a law for the investigation of all fires within the state.

Which was referred to committee on legislation and taxation.

General W. S. Walker, of Atlanta, offered the following:

Resolved, That the committee on legislation and taxation have power to take such action on the resolutions submitted to them, and such other subjects germain to the subject of legislation and taxation, as they may deem for the best interests of this association.

Which was adopted.

Mr. Pattillo, of Atlanta, proposed the following:

Resolved, That the legislature of Georgia, at its next session, be memorialized to pass a law requiring that the assessment of percentage taxes on premium receipts be made on the net premiums, and that each company be required to make in their annual returns for such taxation the amount of gross premiums, less return premiums and the losses paid and unpaid of each agency in this state.

Which was referred to the committee on legislation and taxation.

President Footman made an appropriate address, thanking the members of the association for their kindness extended to him during the entire meeting, and then declared the association adjourned *sine die*.

CONSTITUTION.

ARTICLE I.—*Name.*—This association shall be known as the "Underwriters' Association of the State of Georgia."

ARTICLE II.—*Membership.*—Any officer, general, special or local agent of a fire insurance company, residing in this state, may become a member of this association, by payment to the treasurer of the annual assessment made by the executive committee, and subscribing to these articles of association: Provided, however, that no company shall be entitled to more than one vote for each agency represented at any meeting of the association: And provided, further, that the committee appointed by the Underwriters' Association of the South to attend the meetings of this association shall have, during the term for which they are appointed on such committee, all the rights and privileges of membership in this association.

ARTICLE III.—*Objects of this Association.*—The objects and purposes of this association are as follows:

1st. To sustain local boards, by the coöperation of the members of this association, in establishing and maintaining adequate and uniform rates of premiums, and in enforcing their rules and regulations.

2d. To repress incendiarism and arson, by combining in suitable measures for the apprehension, conviction and punishment of parties guilty of such crimes.

3d. To devise and give effect to measures for the protection of the common interest, and the promotion of such laws and regulations as will secure stability and solidity to capital employed in the business of fire insurance; and the protection of ourselves and companies against oppressive, unjust and discriminative legislation.

4th. To promote harmony, correct practice, and good underwriting among the profession; the interchange of views, opinions and personal experience; and the consideration of such matters of a practical nature, pertaining to the business of local fire insurance agents, as may be presented.

ARTICLE IV.—*Officers and Executive Committee—When and How Elected.*—The officers of this association shall consist of a president, three vice-presidents, a secretary and treasurer, who, with two other members, all to be elected by ballot, at the regular annual meeting, shall constitute the executive committee of the association.

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ARTICLE V.—*Annual and Special Meetings.*—Annual meetings of the association shall be held at such time and place as the executive committee shall designate. Special meetings may be called by the executive committee.

ARTICLE VI.—*Honor Bound.*—It is understood that all persons, on becoming members of this association, are in honor bound faithfully to observe and sustain, in letter and spirit, its constitution and by-laws.

ARTICLE VII.—*Amendments to the Constitution.*—This constitution may be altered or amended, at any regular meeting of the association, by a majority of all the members present.

BY-LAWS.

SECTION 1. The usual parliamentary rules shall govern the transaction of business at all meetings of the association or executive committee.

SEC. 2. The president shall preside at all meetings of the association or executive committee. In his absence one of the vice-presidents shall discharge his duties. In the absence of the secretary the vacancy shall be temporarily filled.

SEC. 3. The treasurer shall receive and safely keep all moneys of the association, disburse the same only on the order of the association or executive committee, countersigned by the president and secretary thereof. He shall render a detailed statement of receipts and disbursements at each regular meeting of the association, and at the annual meeting thereof shall accompany the same with proper vouchers.

SEC. 4. The secretary shall keep a true and accurate record of meetings of the association or executive committee; collect all moneys due the association, and pay the same to the treasurer; conduct, under the direction of the president, all correspondence of the association; and perform such other duties as may from time to time be assigned him.

SEC. 5. The offices of secretary and treasurer may be held by the same person.

SEC. 6. The executive committee shall have charge of all financial matters of the association, audit all accounts of the same, and, during the interim of the meetings of the association, have charge of the affairs thereof.

SEC. 7. The president, at the annual meeting, shall appoint the following standing committees, to consist of three members each, to wit: 1, local boards and tariffs; 2, forms of policies; 3, legislation and taxation; 4. fire department and water supply; 5, statistics

SEC. 8. At all meetings of the association the following shall be the order of business: 1, calling the roll; 2, reading minutes of previous meetings; 3, unfinished business; 4, reports of committees; 5, general business; 6, election of officers; 7. adjournment.

SEC. 9. All resolutions shall be made in writing, and read from the secretary's desk; and, except by unanimous consent, shall be referred to an appropriate committee, without discussion.

SEC. 10. The whole matter of rates shall be left with local boards of the state, who are severally requested to proceed as rapidly as possible to frame tariffs and send copies of same to the association through its secretary.

All disputes and difficulties between agents and their local boards, or with their companies, may be referred to the executive committee, who shall consider the issues involved and decide in accordance with their merits.

SEC. 11. Such proceedings of the meetings of the association shall be published as the executive committee deem important.

SEC. 12. The president of this association shall hold his office but one term.

SEC. 13. The officers and executive committee elect shall enter upon their respective duties after the adjournment of the meeting at which they were elected.

SEC. 14. These by-laws may be altered or amended at any regular meeting of the association, by a majority of all the members present in favor thereof.

Law Reports.

THE CHRONICLE of last week gave a brief synopsis of the important decision of Mr. Justice Harlan, of the United States supreme court, in the case of Hards *v.* the Connecticut Mutual life insurance company. Following is a report of the decision as published in the Chicago *Tribune* of the 25th ult.:

Mr. Justice Harlan delivered an important decision yesterday morning in the case of Hards *v.* the Connecticut Mutual life insurance company, on the question of the powers of foreign corporations to take real estate mortgages in this state. Several other interesting legal points are involved.

The facts in this case are about these:

On the 28th of June, 1872, the Connecticut Mutual life insurance company filed a bill in the circuit court of the United States for the northern district of Illinois to foreclose a mortgage for $20,000 executed by Sprague in 1867 upon certain real estate in Chicago, and also to have a certain prior mortgage upon the same property extinguished. March 17, 1874, a decree of sale for the $20,000 was rendered, giving the mortgagor six months' time within which to pay the mortgage debt. The mortgagor failing to comply with the decree, the property was sold by the master in November, 1874, Jacob L. Greene becoming the purchaser on behalf of the company. In January, 1875, a deed was made to the purchaser.

The present bill was filed on the 21st of January, 1875, by William G. Hards and Boynton & Cooper against the insurance company and Greene. The defendants demurred, and the questions before the court arose upon the demurrer.

From the bill it appears that in September, 1873, pending the foreclosure suit in this court, Sprague, the mortgagor, without consulting the insurance company or Greene, contracted with Hards to do some plastering and lathing, and with Boynton & Cooper to do certain carpenter's work upon the mortgaged premises. That Hards, in December, 1873, filed his petition in the superior court of Cook county, asserting a mechanic's lien for the work and materials furnished by him. In November, 1874, about eleven months after he commenced his suit in the state court, he amended his petition, making the insurance company and Greene defendants. That in May, 1874, Boynton & Cooper filed their petition in the same state court, asserting a mechanic's lien upon the mortgaged property, making the insurance company and Greene defendants.

In the suits in the state court the insurance company and Greene pleaded the foreclosure suit and decree in this court as a bar to the mechanic's lien, and, as to Hards' claim, they specially pleaded the limitation of six months prescribed by the mechanic's lien statute of this state.

The bill alleges that the insurance company, its agents, servants, officers and attorneys, were aware of the work being done and the materials furnished by Hards and Boynton & Cooper, but, with the view to obtain an improper advantage, had failed to bring them before the court as defendants, and that they, Hards and Boynton & Cooper, were ignorant of the foreclosure suit. The complainants prayed that the foreclosure decree, and the sale and deed thereunder, be reviewed, reversed and set aside so far as may be just to complainants. That Greene and the company be restrained from using and setting up, or in any way giving evidence in the state court, the foreclosure record and decree, and for such other and further relief as may be equitable.

An amended bill was filed which alleged that the insurance company was forbidden by the laws of Illinois from taking the mortgage of 1867, and that consequently the decree of March, 1874, was null and void.

Mr. Justice Harlan delivered his opinion orally, referring to numerous points raised by counsel, and which, he said, had been discussed with rare ability.

He said, in substance:

1. Counsel for complainants insist that the decree in the foreclosure suit was erroneous, in that it did not give the time for redemption allowed by the statutes of Illinois. (Brine *v.* Hartford insurance company.) Touching this objection, it is sufficient to say that the creditors of the mortgagor could not urge that objection except in connection with an offer to redeem the property by paying the mortgage debt. No such offer is here made.

2. Complainant's counsel also insist with much earnestness that the mortgage of 1867 was void, on the ground that a foreign insurance company could not at that date, consistently with the declared public policy of Illinois, take a mortgage upon real estate in this state. Waiving any consideration of the question as to complainant's right at this time to urge such an objection, the mortgagor himself making no such point, the court said it was clear that the mortgage was not void upon any such ground. After a thorough examination of all the authorities cited, the court was satisfied that neither at the date of the mortgage, nor at any time since, has it been against the public policy of this state for insurance companies created by the laws of other states to invest their assets in mortgages upon real estate in Illinois. The cases of Carroll *v.* East St. Louis, 67 Ill., Starkweather *v.* American bible society, 72 Ill., and United States trust company *v.* Lee, cited by complainant's counsel, do not embrace a case like this. Nothing is to be found in either of those cases which justifies the conclusion that the supreme court of Illinois has decided that insurance companies incorporated by the laws of other states may not take mortgages on real estate in Illinois. On the contrary, it is found in the statute passed in 1869 that domestic insurance companies are required to invest a portion of their capital in certain specified securities, among which are mortgages of real estate. The same statute forbids any

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foreign company from transacting its business in this state until it has also an equivalent capital invested in like manner. This statute, it is true, was passed after the mortgage in question was taken, but it cannot be presumed that it would have been passed had there been any such public policy as that assumed by complainant's counsel. The court finds that there was in force, when this mortgage was taken, a statute passed in 1855 regulating the agencies of insurance companies not incorporated by the state of Illinois. By that act it was rendered illegal for any insurance company incorporated by any other state than Illinois, directly or indirectly, to take risks or transact any business of insurance in this state without first procuring a certificate of authority from the auditor of the state. Before that certificate could be obtained the company was required to furnish a statement under oath which should show the assets of the company, including its unincumbered real estate. The act expressly declared that "no insurance company, or agent or agents of any insurance company incorporated by any other state, shall transact any business of insurance in this state unless such company is possessed of at least $100,000 actual capital, invested in stocks of at least par value, or in bonds or mortgages of real estate worth double the amount for which the same is mortgaged." This is an express recognition of the policy, which generally obtains in all the states, of insurance companies investing their assets partly in mortgages of real estate. When the state thus prohibited a foreign insurance company from doing business here unless it had a prescribed capital, invested either in stocks or in bonds or real estate mortgages, it cannot be presumed that it was against the public policy of this state that such companies should invest their assets in mortgages upon real estate situated in Illinois. Indeed, the security of policyholders residing in this state is increased by such mortgages upon real estate here. The court thought, therefore, that there was no solid ground upon which the objection in question could rest.

3. The court said there were other questions presented for its consideration. By the Mechanic's Lien Law of the state the lien of the mechanic must be asserted by petition within six months from the time his claim matures as against the incumbrancer. Hards did not file his petition within that time as against the Connecticut Mutual life insurance company, and therefore his claim, in any event, is barred by the express terms of the statute as construed by the supreme court of Illinois in the case of Dumphey *v.* Riddle, reported in 1st Chicago *Law Journal*, 230. But the court said there was a fatal objection to both claims, which arose out of the doctrine of *lis pendens*. Upon default by the mortgagor the mortgagee had a right to foreclose. This court having acquired jurisdiction of the parties and the subject matter, it was not within the power of the mortgagor, pending the foreclosure suit, by contracts with a mechanic, to create an incumbrance upon the property which could in any wise affect the rights of the mortgagee as they might be declared by the final decree. This was substantially held by the supreme court of Illinois in the case of Davis and Creswell *v.* the Connecticut Mutual life insurance company. In that case the mortgagor, after the decree of sale, but before sale, made a contract with a mechanic. It was held that such contract did not create an incumbrance upon the property as against the mortgagee, whose rights were settled and fixed by the final decree. The contract here was prior to the decree, but the reasons upon which the doctrine of *lis pendens* rests applies to all such contracts made by the mortgagee after the institution of the suit to foreclose. The court further said that if the mechanics acquired a prior lien, notwithstanding the pendency of the foreclosure suit, then they were not affected by the decree. If they did not acquire the prior lien, but only one subordinate to that of the mortgage, then they could not in any event disturb the decree rendered here, or have it set aside or modified, except by offering to redeem and by paying the mortgage debt. In reference to the doctrine of estoppel, the court said there was no room for its application in this case. The mere knowledge of the insurance company that the complainants were doing work and furnishing materials upon the mortgaged premises, in the absence of any assurance on the part of the company that their claim would be recognized, notwithstanding the foreclosure proceedings, did not estop the company from insisting upon its rights under the foreclosure decree.

Fractional Currency.

—Ben. Noyes will receive sentence on Saturday next.

—The Travelers' insurance company, of Hartford, has issued its twenty-ninth semi-annual report, showing its total assets to be $4,453,394, and its surplus as regards policyholders, $1,225,485.

—The Board of Underwriters of Dallas, Texas, have increased their rates twenty-five cents on the $100 because of the defective water supply of the town.

—All the old officers and directors of the Phœnix Mutual life insurance company, of Hartford, were reëlected at its recent annual meeting, with the exception that Mr. F. R. Foster was chosen a director, to fill the vacancy caused by the death of his father.

—Edward D. Cooke, receiver of the Protection life insurance company, Chicago, filed his final report before Judge Williams on Saturday last. It is as follows:

RECEIPTS.

Balance on hand Nov. 30, the date of the last report	$6,056
Received from the Galveston bank and trust company	457
Sale of office furniture, etc.	29
Balance from sale of Carlinville bank stock	375
Stock notes of State National bank of Springfield	9,000
Total	$15,918

DISBURSEMENTS.

Sundry expenses	$747	
Legal expenses	445	
Clerk hire	1,715	
Receiver's fees	462	
Balance on moneys deposited in Third National bank	2,719	
Balance of moneys in Merchants' savings loan and trust company	9,827	$15,918

—On July 1st Insurance Commissioner Stedman, of Connecticut, appeared before Judge Pardee, at Hartford, and formally asked for the dissolution of the injunction against the Charter Oak life insurance company. Owing to about 10 per cent. of the policyholders and claimants not having yet scaled, the matter was postponed for one month.

—The following companies have declared regular July dividends as below:

Safeguard fire, N. Y., (semi-annual)	8	per cent.
Ridewood, Brooklyn, "	5	"
Park fire, N. Y., "	6	"
Hamilton, N. Y., "	2½	"
American insurance company, Boston, (semi-annual)	5	"
Niagara fire, N. Y., (semi-annual)	5	"
Boston insurance company, Boston, (semi-annual)	5	"
German-American, N. Y., (semi-annual)	5	"
Hanover, N. Y., "	5	"
Mercantile, N. Y., "	5	"
Kings County fire, N. Y., "	10	"
Pacific fire, N. Y., "	10	"
Howard fire, N. Y., "	5	"
Sun Mutual, N. Y., "	3½	"
Globe fire, N. Y., "	5	"
Connecticut fire, Hartford, "	5	"
Orient fire, Hartford, "	5	"
Hartford fire, Hartford, "	10	"
Phœnix fire, Hartford, (quarterly)	5	"
Ætna fire, Hartford, "	5	"
Hoffman fire, New York, (semi-annual)	5	"
Clinton fire, " "	6	"
Tradesmen's fire, " "	5	"
Irving fire, " "	5	"
Star fire, " "	5	"
National, Hartford, (semi-annual)	6	"
Marine insurance company, St. Louis, (semi-annual)	5	"
Jefferson " " " "	5	"
Germania fire, Elizabeth, N. J., (semi-annual)	8	"
Travelers', " "	$6.00	per share.

—A committee of agents representing the large number of insurance companies not authorized to do business in Minnesota, but which nevertheless had issued policies on the Washburn A Mill, at Minneapolis, have recently made a pilgrimage to that city. The visitors are endeavoring to compromise the losses of their companies. According to the latest advices they have been unsuccessful.

—The Manhattan fire insurance company, of New York, has commenced to do business in Colorado.

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THE DEVIL FISH—ALBANY INSURANCE DEPARTMENT—"SCOTCHED" BY GOV. ROBINSON.

Gov. R.—Aha! Vote! Veto! Same letters. Slight difference in arrangement. I do the lopping, you do the flopping.

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—The sixty odd suits brought by Schollenberger & Son, of Philadelphia, against a like number of insurance companies to recover over $100,000 insurance on their burned tannery, are reduced in number by seven discontinuances entered in the United States circuit court, at that city, on the 27th ult. The Manufacturers' fire and marine, Commonwealth, Shoe and Leather, Elliott, Fireman's fire and marine, Washington fire and marine, and Franklin companies have settled with the firm by paying them the amount due on their policies, $18,000, and costs of suit.

—Unlicensed insurance agents are having an unpleasant time in Virginia City, Nev. On the 19th ult. Martin Cohen and Martin Heiman were arrested in that city on a charge of issuing policies without a license.

—The trial of the indicted officers of the Protection life insurance swindle of Chicago has been again postponed. The prosecuting officer in this case seems disposed to render to the accused "protection" wholly different to that which they promised to extend to their deluded policyholders.

—The firemen's tournament at Chicago promises—Chicago-like—to be a great success.

—A correspondent writing to the *Commercial Journal*, of this city, in reviewing the question of cheap insurance, pertinently says:

It is a well-known fact that the present rates at which insurance is effected are far below paying rates, or, in other words, that the companies are losing money.

The question now becomes pertinent, how long this state of things can continue without resulting in bankruptcy? If you pay for insurance, you want it. There is a principle involved in insurance business which has no parallel in mercantile transactions.

You may continue to buy printing cloths of a manufacturer at prices which you know will ruin him, but so long as you get the goods, you consider that it is his business to look at the profit or loss, not yours.

In the matter of insurance you pay a company to guarantee against loss. Now, if you know that the rate or guarantee you pay is far less than a compensation for the risk you desire to cover, and that the company collects the same rates from other patrons, you naturally conclude that the company, or guarantor, must sooner or later fail, and the security you pay for is no security at all.

—We are indebted to the insurance department of the state for a copy of the insurance laws passed during the last session of the legislature.

—Arrangements were made on the 28th ult., before Justice Landon, at Schenectady, N. Y., by the attorney-general, for a receiver to be appointed for the Universal life insurance company, he claiming that the company is insolvent. Counsel for the company replied that in pursuance of orders of the court it had obtained releases of over one-half of all the outstanding policies and other debts of the company, and that it was consequently in a solvent condition. Several policyholders also petitioned to allow the scaling process and permit the company to attempt to re-establish its business.

—The Globe fire insurance company, of this city, besides declaring a semi-annual dividend, has added nearly seven per cent. to its surplus.

—George William Ford has been appointed chief agent in Canada of the Life Association of Scotland. Mr. Ford's office will be, as heretofore, in Montreal.

—The Imperial, Northern, and Queen insurance companies have deposited with the state treasurer of Oregon, in compliance with the requirements of the law, $50,000 each. These companies have agreed to issue joint policies in that state.

—Philip H. Pearl, for over seven years principal of the Northeast School at Hartford, Conn., has resigned that position in order to take the agency of the state of Michigan, with headquarters at Detroit, for the Ætna life insurance company, of Hartford. Mr. Pearl, we have every reason to believe, will be a successful man in his new profession, as he is an earnest worker and firm believer in the beneficence of life insurance. His success is more assured in his having so excellent a company as the Ætna life to work for.

—At the annual meeting of the stockholders of the Travelers' insurance company, held on the 2d inst., A. C. Dunham, of Hartford, was elected a director, *vice* Enoch Lewis, of Philadelphia, resigned. The outgoing directors and the officers were re-elected. The accident business of the company shows a remarkably healthy growth and expansion, having increased more than $20,000 over last year's, enabling it to pay a 6 per cent. semi-annual dividend and add $50,000 to surplus. The month of June for three successive years has indicated a progressive business, the premium receipts of June of last year being largely in excess of June of those of the previous year, and those of June of the present year show receipts amounting to $112,000, an increase of $5,000 on last year's June premiums. The Travelers' insurance company is conservative and progressive withal; pays its policyholders every honest claim, and holds a large surplus to meet extraordinary contingencies.

—During the year ending December 31, 1877, twenty-seven life insurance companies transacted business in the state of Iowa, and of which the following is a summary:

Policies issued during 1877	10,245
Amount insured	$5,084,815
Premiums received	629,500
Death claims paid	400,143
Policies in force December 31, 1877	19,250
Amount insured	$26,541,155

—In the state of Illinois during the year 1877 there were thirty-three life insurance companies doing business; the results are summarized as follows:

Policies issued	5,226
Amount insured	$12,058,515
Premiums received	2,696,861
Death claims paid	1,101,138
Policies in force December 31, 1877	40,907
Amount insured	$89,061,823
Number of companies	33
Number of agents	452

Comparison of the Life business done in the state of Illinois during the years 1869, 1870, 1871, 1872, 1873, 1874, 1875, 1876 and 1877.

Year.	No. of Cos.	Policies Issued. Number.	Policies Issued. Amount.	Premiums Received.	Losses Incurred in 1869, 1870 and 1871, and Losses Paid in 1872, 1873, 1874, 1875, 1876, and 1877.
1869	70	18,953	$43,066,689	$3,885,072	$736,763
1870	74	20,539	45,047,902	4,955,920	836,601
1871	66	16,110	31,346,895	4,544,232	1,081,233
1872	58	15,883	30,947,736	4,592,579	1,337,935
1873	50	14,377	30,730,662	4,249,918	1,504,939
1874	47	10,707	23,365,606	3,958,397	1,446,824
1875	41	9,087	18,809,832	3,557,799	1,690,032
1876	38	7,354	17,644,179	3,086,881	1,593,214
1877	33	5,226	12,058,515	2,696,861	1,081,823
Aggregate	477	118,236	$252,918,016	$35,527,659	$11,309,364
Average	53	13,137	28,102,002	3,947,518	1,256,596

—The travelers' insurance company, of Hartford, is sending its state agent for Pennsylvania, A. M. Dean, to the Pacific coast as special agent to place the company for accident business in places "where it will do the most good."

—Colonel William B. Wooster, of Derby, Conn., before whom were brought the cases of Insurance Commissioner Stedman to wind up the two insurance companies conducted by Benjamin Noyes, of New Haven—the American Mutual and the National life and trust—made his decision in favor of the commissioner on all points on Saturday last. On Monday Mr. Simon E. Baldwin, counsel for Commissioner Stedman, made a motion before Judge Pardee, at Hartford, for the appointment of a receiver for both companies. Mr. Tilton E. Doolittle opposed the motion on the grounds that the report of Colonel Wooster had no validity until accepted by the court, and he did not believe the court would ever accept it. Nevertheless Judge Pardee said he should appoint a receiver, and named Mr. Talcott H. Russell as the man.

—The sum of $430,000 has just been declared payable in July dividends by the Hartford fire insurance companies.

—The Putnam fire insurance company, of Hartford, Conn., has declared a final dividend of $20.67 per share, payable on demand at the office of the Security company.

—The Protection life case was passed in the Chicago criminal court on June 25. It is now thought it will be forced over to the next term.

—A meeting of marine underwriters was recently called in Chicago for the purpose of effecting an amicable adjustment of rates on grain cargoes. The meeting was but poorly attended, and adjourned without action. The usual rates of "almost nothing, with a chromo thrown in," will therefore continue until some disaster shall arouse the underwriters and teach them a bitter lesson.

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PHŒNIX

Insurance Company, Hartford, Conn.

Cash Capital, all paid in	$1,000,000.00
Cash Assets, January 1, 1878	2,486,194.66
Net Surplus *over all liabilities*	573,604.58
Total losses paid to date	12,441,173.24

HENRY KELLOGG.....President.
A. W. JILLSON.....Vice-President.
D. W. C. SKILTON.....Secretary.
G. H. BURDICK.....Assistant-Secretary.

Agents in New York.

BIGELOW, COIT & PECK, 150 Broadway.

Office of the
NIAGARA FIRE INSURANCE CO.,
201 Broadway.

NEW YORK, June 26, 1878.

A Semi-Annual Dividend of Five Per Cent. has this day been declared, payable on and after July 1.

P. NOTMAN, *Vice-Pres't and Secretary.*

Office of the
GERMAN-AMERICAN INS. CO.,
179 Broadway.

NEW YORK, June 29, 1878.

The Board of Directors have this day declared a Dividend of Five (5) Per Cent. on the Capital Stock, payable on and after July 2d proximo.

JAMES A. SILVEY, *Secretary.*

SAFEGUARD FIRE INSURANCE CO.
173 Broadway, N. W. Cor. Cortlandt St.

NEW YORK, June 19, 1878.

The usual Semi-Annual Dividend of Eight Per Cent., out of the six months' profits, has been declared, payable 1st July.

JAMES YEREANCE, *Secretary.*

Office of the
GLOBE FIRE INSURANCE COMPANY
OF THE CITY OF NEW YORK.
No. 176 Broadway.

NEW YORK, July 1, 1878.

Twenty-Seventh Dividend.—The regular Semi-Annual Dividend of (5) Five Per Cent. out of the earnings of the past six months has this day been declared, payable on demand.

EDGAR E. HOLLEY, *Secretary.*

STAR FIRE INSURANCE COMPANY,
No. 161 Broadway.

NEW YORK, July 1st, 1878.

The Board of Directors of this Company have this day declared a Semi-Annual Dividend of Five Per Cent., payable on demand.

JAMES M. HODGES, *Secretary.*

Valuation Tables of all Kinds
FOR SALE,

Address, VALUATION, care of
J. J. W. O'DONOGHUE, 145 Broadway,
New York.

CHARTER OAK LIFE

Insurance Company,
OF HARTFORD, CONN.
Incorporated A. D. 1850.
PURELY MUTUAL.

Appraised Assets	**$8,973,962.91**
Total Liabilities	**8,871,693.34**
Surplus	**102,269.57**

DIRECTORS.

GEO. M. BARTHOLOMEW, *President*	Hartford.
HALSEY STEVENS, *Secretary*	"
W. L. SQUIRE, *Ass't-Secretary*	"
WILLIAM FAXON	"
JOTHAM GOODNOW	"
ROWLAND SWIFT	"
ELISHA CARPENTER	"
E. J. BASSETT	"
D. W. C. SKILTON	"
S. R. McNARY	"
W. E. BAKER	"
C. G. MUNYAN	"
C. S. DAVIDSON	"
CLAPP SPOONER	Bridgeport.
S. W. ROBBINS	Wethersfield.
ALEX. STUDWELL	New York City.
I. A. SHEPPARD	Philadelphia.
D. L. BARTLETT	Baltimore.
THOMAS A. LOGAN	Cincinnati.
GEO. SHERWOOD	Chicago.
E. O. STANARD	St. Louis.

THE

BERKSHIRE

LIFE INSURANCE COMPANY,

Pittsfield, Mass.

Incorporated 1851.

Every policy is NON-FORFEITABLE, not only by its terms, but under the statutes of Massachusetts, which provide that, if the assured should, at any time, fail to pay premiums when due, his premiums already paid are *not forfeited* to the Company, but are used to *continue* his insurance for the FULL AMOUNT OF HIS POLICY, until they are exhausted or fully earned by the Company.

☞ **Competent and reliable men wanted for General, District, and Local agents, for all unoccupied territory in the Eastern, Middle and Western States.**

Send for plans and rates to home office.

WILLIAM R. PLUNKETT.....President
JAMES M. BARKER.....Vice-President.
JAMES W. HULL.....Secretary and Treasurer.
WILLIAM H. HALL.....Assistant Secretary.

29th Semi-Annual Statement
OF THE
TRAVELERS

INSURANCE COMPANY.

HARTFORD, CONN., July 1, 1878.

ASSETS.

Real estate	$456,780.37
Cash on hand and in bank	125,967.52
Loans on bond and mortgage, real estate	2,301,729.63
Interest accrued on loans, but not due	58,423.74
" " " due one month	10,793.03
Loans on collateral security	22,200.00
Deferred life premiums	59,703.21
Life premiums due and unpaid	51,140.69
United States government bonds	372,367.50
State and municipal bonds	173,256.00
Railroad stocks and bonds	224,485.20
Bank and insurance stocks	590,547.00
Total Assets	$4,453,393 89

LIABILITIES.

Reserve, four per cent., Life Department	$2,894,984.54
Reserve for reinsurance, Accident Department	208,954.64
Claims unadjusted and not due, and all other liabilities	123,970.00
Total Liabilities	$3,227,909.18
Surplus as regards Policyholders	$1,225,484.71

Statistics to July 1, 1878.

Whole number Accident Policies written, **494,000**
Whole number Accident Claims paid **32,000**
Total amount Accident Claims paid. **$2,900,000**
Total claims paid in Life Department, **1,150,000**

TO COMMERCIAL TRAVELERS.

The Rate of Premium for Yearly General Accident Policies on Commercial Agents, Book Agents, Insurance Adjusters, Traveling Paymasters, and General Traveling Agents, has been

Reduced from $7.50 to $6 per $1000.

You can now get a **$5,000** Policy, with **$25** Weekly Indemnity, for the small sum of

THIRTY DOLLARS A YEAR.

JAS. G. BATTERSON.....President.
RODNEY DENNIS.....Secretary.
JOHN E. MORRIS.....Assistant-Secretary.

NEW YORK OFFICE, TRIBUNE BUILDING,

R. M. JOHNSON, Manager.

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D. J. STAPLES.....President.
ALPHEUS BULL.....Vice-President.
GEO. D. DORNIN.....Secretary.

FIREMAN'S FUND

INSURANCE COMPANY,

San Francisco, California.

LOSSES PAID TO DECEMBER 1, 1877.

Alabama	$1,208
Connecticut	39,939
District of Columbia	3,861
Georgia	16,678
Illinois	665,390
Indiana	40,393
Iowa	49,140
Kansas	6,317
Kentucky	13,136
Maine	19,276
Maryland	4,930
Massachusetts	281,321
Michigan	42,247
Minnesota	13,409
Missouri	50,047
Nebraska	4,952
New Jersey	6,308
New York	368,297
North Carolina	2,745
Ohio	51,538
Pennsylvania	80,563
Rhode Island	31,714
South Carolina	20,914
Tennessee	1,142
Texas	28,460
Virginia	28,037
Wisconsin	42,835
West Virginia	3,021
	$1,917,813
California, Oregon and Nevada, to Jan. 1, 1877	1,329,125
Total	**$3,246,938**

SKEELS & BOUGHTON, Agents,
176 BROADWAY, - - NEW YORK.
THOS. S. CHARD, Manager,
23, 25 & 27 LA SALLE STREET, CHICAGO.

THE

MISSOURI VALLEY

Life Insurance Co.,

LEAVENWORTH, KANSAS.

OFFICERS:

D. M. SWAN,.....*President.*
J. L. ABERNATHY,.....*Vice-President.*
J. I. JONES,.....*Secretary.*

Possesses the following valuable features:

Its funds are invested at high rates of interest.

Its policies are all non-forfeitable after two annual payments.

It has no restrictions on travel. Its policies are world-wide.

It issues the Registered Policy, secured by deposits with the state treasurer, under the laws of the state of Kansas.

It issues a popular form of Tontine Dividend Policy.

HARRY O. JONES,
Manager for the State of New York,
Office, 141 Broadway.

1829 **Charter Perpetual.** 1878

FRANKLIN

Fire Insurance Company

OF PHILADELPHIA.

CAPITAL	*$400,000.00*
Insurance Reserve	*2,025,708.20*
Unpaid Losses and Dividends.	*86,298.19*
Net Surplus	*851,439.35*
Total Realized Assets, (Jan. 1st, 1878,)	*$3,363,445.74*

Statement of the Realized Assets of the Company on Jan. 1st, 1878.

Mortgages.

On property valued at over $5,500,000, being First Mortgages on unincumbered and Improved Real Estate in the City of Philadelphia.....$2,463,354.41

Real Estate.

Office of Company and dwellings..... 171,250.00

Loans.

Loans on Stocks as Collateral Security, (market value, $40,029.00)..... 34,685.96
REINSURANCE DEPOSIT PREMIUMS..... 356.25

Stocks.

$250,000	$75,000 U. S. Bonds, 1881.	
	135,000 U. S. 5-20 Bonds....	
	40,000 U. S. 10-40 Bonds...	
15,000 Mississippi State Warrants.....		
5,000 New Jersey Exempt 6's.....		
50,000 Philadelphia City 6's.....		
10,000 City of Columbus 8's.....		
5,000 City of Columbus 7's.....		
1,000 Camden (N. J.) City 6's.....		
15,000 Penn'a R. R. 1st mortgage.....		
3,000 Reading R. R. 7's of 1893.....		
5,000 Reading R. R. 6's.....		
25,000 Harrisburg & Lancaster R. R. 1st mortgage.....		
10,000 West Jersey R. R. 7's.....		
10,000 Hestonville, Mantua & Fairmount R. R. 6's.....		
10,000 American Steamship Bonds.....		
100 Shares Commercial National Bank..		
16 " Continental Hotel Co. Pref..		
COST.....	$443,993.08	
MARKET VALUE.....		$457,105.00

Cash.

Cash in banks.....	$203,015.73	
Cash in office of the Company	7,235.08	
Net Premiums in course of transmission.....	46,443.31	256,694.12
Total.....		**$3,363,445.74**

OFFICERS.

ALFRED G. BAKER.....President.
GEORGE FALES.....Vice-President.
JAS. W. McALLISTER.....2d Vice-President.
THEO. M. REGER.....Secretary.
SAMUEL W. KAY.....Assist. Secretary.
A. C. BLODGET.....General Agent.

1825. THE 1878.

PENNSYLVANIA

Fire Insurance Company,

OF PHILADELPHIA,

510 Walnut Street.

Capital, paid in Cash.....	$400,000.00
Reserve for all Liabilities, including Reinsurance.....	784,371.48
Net Surplus.....	520,109.88
Total Assets.....	$1,704,481.36

DIRECTORS.

JOHN DEVEREUX, DANIEL SMITH, Jr.
ISAAC HAZLEHURST, THOMAS ROBINS,
THOMAS SMITH, HENRY LEWIS,
J. GILLINGHAM FELL, DANIEL HADDOCK, Jr..
FRANKLIN A. COMLY.

JOHN DEVEREUX.....President.
WM. G. CROWELL.....Secretary.
JOHN L. THOMSON.....Assistant Secretary.

THE

PENN MUTUAL LIFE

INSURANCE COMPANY,

Of Philadelphia.

OFFICE.....No. 921 CHESTNUT STREET.

Incorporated in 1847.

Assets,.....$6,280,723.46.

PURELY MUTUAL.

Surplus returned Annually in reduction of Premiums or to increase Insurance.

Policies non-forfeitable by the rules of the Company.

Endowment Policies issued at Life Rates.

SAMUEL C. HUEY, President.

SAMUEL E. STOKES.....Vice-President.
H. S. STEPHENS.....2d Vice-President.
JAS. WEIR MASON.....Actuary.
HENRY AUSTIE.....Secretary.

JAS. H. LANGFORD, . . Gen'l Agent,
No. 161 BROADWAY, NEW YORK.

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Lancashire Insurance Co.,

OF MANCHESTER, ENGLAND.

ESTABLISHED - - 1852.

Management Staff in the United States:

MANAGER FOR UNITED STATES.....HENRY ROBERTSON, 187 Broadway, N. Y.
AGENT FOR NEW YORK CITY AND BROOKLYN.....CHARLES M. PECK, 69 Liberty St.

GENERAL AGENTS:

W. G. FERGUSON.....CHICAGO. | J. B. KELSEY.....PHILADELPHIA.
H. K. LINDSEY.....CINCINNATI. | M. A. STEARNS.....ROCHESTER.
A. N. CURRIER.....WORCESTER. | HUTSON LEE.....CHARLESTON, S. C.
S. O. COTTON.....HOUSTON, TEXAS.

From whom all information as to the Company may be obtained.

GEORGE STEWART, General Manager of the Company, MANCHESTER, ENGLAND.

LA CAISSE GENERALE

Des Assurances Agricoles et des Assurances Contre l'Incendie, of Paris, France.

Incorporated by Imperial Decree in 1858.

PARIS FIRE OFFICE.

UNITED STATES TRUSTEES IN NEW YORK:

LOUIS DE COMEAU, Esq., of De Rham & Co., Merchants.
CHAS. COUDERT, Jr., Esq., of Coudert Bros., Counsellors-at-Law.
CHAS. RENAULD, Esq., of Renauld, Francois & Co., Importers.

Assets in the States, January 1, 1878.....$427,881.28
Liabilities in the United States, including Reinsurance Reserve..... 205,861.31

JULIEN LE CESNE, Resident Secretary.

T. J. TEMPLE, Manager for the Middle States, Western Union Building, New York.

ALLIANCE

INSURANCE COMPANY, OF BOSTON.

Organized July 1st, 1875.

Cash Capital,.....$200,000.

GEORGE H. LONG, *President.* CHAS. R. HOWARD, *Secretary.*

Agencies in all the principal Cities.

Policies issued against FIRE losses ONLY.

LIFE ASSOCIATION OF AMERICA

ST. LOUIS, MO.

H. W. HOUGH, - - - - President.

JOSEPH W. BRANCH.....Vice-President.
GEO. H. LOKER.....2d Vice-President.
EDWIN W. BRYANT.....Actuary.
J. S. PIERCE.....Secretary.

LIFE, ENDOWMENT AND TERM INSURANCE.

THE

MANHATTAN

LIFE

INSURANCE COMPANY,

OF

NEW YORK,

Nos. 156 and 158 Broadway.

NO EXPERIMENT,

BUT AN

ESTABLISHED INSTITUTION.

ORGANIZED A. D. 1850.

HENRY STOKES.....President.
C. Y. WEMPLE.....Vice-President.
J. L. HALSEY.....Secretary.
H. Y. WEMPLE, H. B. STOKES.....Ass't-Secretaries.
S. N. STEBBINS.....Actuary.

HOME

INSURANCE COMPANY,

OF COLUMBUS, OHIO.

Capital	$250,000.00
Total Assets	414,833.83
Net surplus (after deducting Liabilities and Reinsurances),	70,087.83

Statement, January 1st, 1878.

Cash in Bank	$37,698.77
In Agents' hands and in course of transmission	57,450.23
Due at Local Office	4,621.06
Real Estate unincumbered	34,500.00
Loans on First Mortgage and Interest accrued	100,676.51
U. S. Bonds, market value	100,320.00
Columbus City and other municipal Bonds	13,980.00
Railroad Bonds, market value	39,700.00
Loans on Bank Stock	9,775.00
Loans on Government Bonds	723.66
Bills Receivable	12,356.26
Interest accrued on all Securities except Mortgages	4,500.00
Due from other Companies for Reinsurance	3,602.32
Personal Property	5,000.00
	$414,833.83

LIABILITIES.

Losses in suspense	$18,500.00
Reinsurance Fund	76,246.00
Capital Stock	250,000.00
	$344,746.00
Net Surplus	70,087.83
Losses Paid since Organization	*$2,700,000*

J. B. HALL.....President.
B. S. BROWN.....Vice-President.
H. N. HENDERSON.....Secretary.
R. S. HART.....General Agent.

New York Office, - 152 Broadway.

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FIRE ASSOCIATION

OF PHILADELPHIA.

Organized 1817.

WILLIAM T. BUTLER.....President.
A. LOUDON SNOWDEN.....Vice-President.
JACOB H. LEX.....Secretary.

ANDERSON & STANTON, Agents,
No. 152 BROADWAY, NEW YORK.

NEW HAMPSHIRE

FIRE INS. CO.,

MANCHESTER, N. H.

January 1, 1878.

Cash Capital	$250,000.00
Reserve for Reinsurance	98,866.51
Reserve for Unpaid Losses	20,627.00
Net Surplus	113,478.14
Total Assets	$482,971.65

Ex-Gov. E. A. STRAW.....President.
Ex-Gov. JAS. A. WESTON.....Vice-President.
JNO. C. FRENCH.....Secretary.
GEO. W. EASTMAN.....Assistant Secretary.
FRANK A. McKEAN.....Special Agent.

JOHN M. WHITON, AGENT,
165 AND 167 BROADWAY. - - NEW YORK

GERMANIA

INSURANCE CO., NEWARK, N. J.

January 1, 1878.

Cash Capital	$200,000.00
Total Assets	$261,644.10

LIABILITIES.

Reinsurance Fund	$40,607.14
Unpaid Losses and all other Claims	6,036.41
Capital Stock	200,000.00
Net Surplus	15,000.55
	$261,644.10

JAMES M. PATERSON.....President.
JULIUS B. BROSE.....Secretary.

To Life Agents.

THE CONNECTICUT GENERAL LIFE INSURANCE COMPANY OF HARTFORD, CONNECTICUT, desires to engage the services of competent, reliable men as District General Agents, in localities where not now represented. Liberal arrangements will be made with parties who have had successful experience in the business, and can furnish satisfactory references as to ability and integrity. None others need apply.

Address,

CONNECTICUT GENERAL LIFE INS. CO.,
Hartford, Conn.

18th Annual Statement of the

EQUITABLE

Life Assurance Society of the U. S.,

120 BROADWAY, NEW YORK,

HENRY B. HYDE, - - President.

For the year ending December 31, 1877.

Amount of Ledger Assets, January 1, 1877		$30,416,719.90
Less Depreciation in U. S. Gov't. Bonds	$77,932.36	
Less Special Contingent Fund to meet any depreciation in value of Real Estate	322,897.09	400,829.45
		$80,015,890.45

INCOME.

Premiums	$7,066,650.49	
Interest and Rents	1,854,377.62	8,921,028.11
		$38,936,918.56

DISBURSEMENTS.

Claims by Death and Endowments	$2,074,127.52	
Dividends, Surr. Values and Annuities	3,160,149.24	
Total paid Policy-holders	$5,234,276.76	
Dividend on Capital	7,000.00	
Agencies and Commissions	459,908.27	
Expenses and Extinguishment of future Commissions	662,042.11	
State, County and City Taxes	95,699.55	
		6,458,926.69
Net Cash Assets, Dec. 31, 1877		$32,477,991.87

ASSETS.

Bonds and Mortgages	$13,723,218.44
Real Estate in New York and Boston and purchased under foreclosure	6,266,744.94
United States Stocks	5,829,413.47
State Stocks, and Stocks authorized by the Laws of the State of New York	3,238,068.91
Loans secured by United States, and State and Municipal Bonds & Stocks authorized by the Laws of the State of New York	1,953,206.00
Cash on hand, in banks and other depositaries on interest and in transit (since received)	1,106,340.52
Commuted Commissions	108,751.74
Due from Agents on Acc't of Premiums	237,247.85
	$32,477,991.87
Interest and Rents due and accrued	391,474.90
Premiums due and in process of collection	79,418.00
Deferred Premiums	578,860.00
Premium on Gold on hand	2,911.00
TOTAL ASSETS, Dec. 31, 1877	$33,530,655.77
Total Liabilities, including reserve for reinsurance of all existing policies	$27,330,654.00
TOTAL UNDIVIDED SURPLUS	6,200,001.77
Of which belongs (as estimated) to Policies in general class	3,610,082.77
Of which belongs (as estimated) to Policies in Tontine class	2,589,919.00

New Business in 1877, 6,609 Policies, assuring $20,712,793.

From the undivided surplus, reversionary dividends will be declared available on settlement of next annual premium, to participating policies.

G. W. PHILLIPS, J. G. VAN CISE, *Actuaries.*

We, the undersigned, have (in person) carefully examined the accounts, and have counted and taken an account in detail, of the assets and property of the Society, and hereby certify that the foregoing statement thereof and of the business of the Society is correct.

BENNINGTON F. RANDOLPH, JAMES M. HALSTED,
HENRY S. TERRELL, ROBERT BLISS,
THOMAS A. CUMMINS.
Special Committee of the Board of Directors.

JAMES W. ALEXANDER.....Vice-President.
SAMUEL BORROWE.....Secretary.
E. W. SCOTT.....Superintendent of Agencies.

THE

NEW ENGLAND

MUTUAL LIFE INS. CO.,

Corner of Milk and Congress Streets,

BOSTON.

Accumulation.....$14,466,920.53

Annual returns of Surplus made upon the anniversary of Premiums falling due.

BENJ. F. STEVENS.....President.
JOS. M. GIBBENS.....Secretary.
W. C. WRIGHT.....Actuary.
DWIGHT FOSTER.....Counsel.

TRANSATLANTIC

FIRE INSURANCE COMPANY,

OF HAMBURG, GERMANY.

STATEMENT, JANUARY 1, 1878.

SUBSCRIBED CAPITAL (Gold)	$1,125,000.00
Called in and paid up	225,000.00
Reserve for all other Liabilities, including Reinsurance	277,031.30
Net Surplus	128,130.00
TOTAL CASH ASSETS	$630,161.30

Deposited with the New York Insurance Department,
$200,000 5-20 U. S. Bonds.

United States Branch, 160 Broadway,
NEW YORK.
HENRY HONIG, - - - - - - - - MANAGER.

STANDARD

FIRE INS. CO., OF NEW JERSEY,

AT TRENTON.

January 1, 1878.

Capital paid up.....$200,000.00

LIABILITIES.

Capital	$200,000.00
Reinsurance	78,398.89
Unpaid Losses	14,513.19
Net Surplus	9,392.14
	$302,304.22

WM. DOLTON.....President.
JOS. B. WRIGHT.....Secretary.

New York Office, No. 155 Broadway,
MONROSE & MULVILLE, AGENTS.

IMPORTANT

To Life Insurance Agents.

Active and successful men who have, can, and will, take applications, and want good territory in the states of New York, Pennsylvania, Ohio, Indiana, Illinois, Iowa or Missouri, are invited to correspond with

The Union Central Life Ins. Co.

The UNION CENTRAL makes a specialty of the Life Rate Endowment Plan, and after an experience of about five years, it can recommend its Life Rate Endowment Policy as the best. Agents find it the best plan to work. The UNION CENTRAL is one of the most prosperous life insurance companies in the country of its age.

Assets over $1,250,000.

Address, N. W. HARRIS, Secretary.
S. E. Cor. Fourth St. and Central Avenue,
CINCINNATI, OHIO.

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AMAZON.

INSURANCE COMPANY,

CINCINNATI.

Cash Capital and Individual Liability

$600,000.

Financial Statement—January 1, 1878.

ASSETS.

United States Bonds, market value	$130,984.00
Mortgage Loans	181,284.28
State and Corporation Bonds and accrued Interest	32,493.21
Collateral Loans and Bills Receivable	22,184.75
Accounts Receivable and due from other Insurance Companies	13,698.24
Cash on hand and in course of transmission	15,330.71
Agency Balances	16,656.15
Real Estate	256,660.00
Office Furniture, Fixtures, etc	3,000.00
	$672,291.34

LIABILITIES.

Outstanding Losses and other Liabilities	$68,595.29	
Due for Reinsuring Eastern Business	19,773.00	83,368.29
Security to Policyholders		$588,923.05
Reinsurance Reserve	$95,829.00	

GAZZAM GANO, President.

D. N. COMINGORE, Vice-President.

J. H. BEATTIE, Secretary.

THE

WASHINGTON LIFE INS. CO.

OF NEW YORK.

CYRUS CURTISS, President.

ASSETS, $5,371,028.15

SURPLUS, 930,915.95

The *great* and *special feature* of the WASHINGTON is NON-FORFEITABLE DIVIDENDS, that hold policies in force though the premiums be unpaid. This feature is the right of the policy-holder, made so by the charter of the Company.

W. A. BREWER, Jr., *Vice-President.*
WILLIAM HAXTUN, *Secretary.*
CYRUS MUNN, *Assistant-Secretary.*
DR. B. W. M'CREADY, *Medical Examiner.*
E. S. FRENCH, *Superintendent of Agencies.*

Coal and Iron Exchange Building,
COR. NEW CHURCH & COURTLAND STS., N. Y.

VIRGINIA HOME

INSURANCE COMPANY.

JANUARY 1st, 1878.

Capital paid up	$200,000.00
Reinsurance Fund	33,617.40
Net Surplus	40,006.54
Total Assets	$273,623.94

D. J. HARTSOOK, President.
B. C. WHERRY, JR., Secretary.
O. F. WEISIGER, JR., Assistant Secretary.

OFFICE IN COMPANY'S BUILDING,

No. 1014 Main St., Richmond, Va.

KENTON INS. CO.

ORGANIZED IN 1867.

Statement, January 1st, 1878.

ASSETS.

Bonds and Mortgages	$196,084.99
Collateral Loans and Stocks	13,786.46
Cash on hand and in Bank	8,777.65
Bills receivable, Inland Premiums	7,726.28
Real Estate and personal property	10,375.42
Fire Premiums and Rents, etc., due	12,246.24
Total Assets	$248,997.04
Liabilities—Capital	$150,000.00
Reinsurance and adjusted losses	68,564.05
Net Surplus	30,432.99
	$248,997.04

OFFICE IN COMPANY'S BUILDING,

N. W. Cor. Fifth and Madison Streets, COVINGTON, KY.

V. SHINKLE, President.
GEO. COKER, Secretary

UNION MUTUAL LIFE INS. CO.

JOHN E. DE WITT, President.

Home Office, - - - - - - - - - - - - Augusta, Maine.

DIRECTORS' OFFICE, 153 TREMONT STREET, BOSTON, MASS.

ASSETS, - - - - - - - - $8,129,925.68.

All Policies issued after April 1, 1877, which shall have been in force three full years, will be entitled to all the benefits arising from the "Maine Non-Forfeiture Law"; or, if surrendered within ninety days after lapse, Paid Up Policies will be issued instead, if parties prefer.

Practical Results of the Maine Non-Forfeiture Law, passed Feb. 7, 1877, Illustrated by a Whole Life Policy, Issued at Age 30, and allowed to Lapse after the Payment of Three or more full Annual Premiums—Premiums having been paid wholly in Cash.

Premiums paid before Lapse.			Additional Time Under the Law.		Amount Due if Death occurs on Last Day of Extension					Insurance over the Premiums.
							Premiums and interest to be deducted.			
No.	Amount.	Age When Stopped.	Years.	Days.	Age at Death.	Amount of Policy.	No.	Amount.	Due Heirs.	
3	$681	33	2	212	36	$10,000	3	$759.87	$9,240 13	$8,559.13
4	908	34	3	170	37	10,000	4	1.041.38	8.958 62	8,050.62
5	1,135	35	4	133	39	10,000	5	1.339.18	8,660.82	7,525.82
6	1,362	36	5	100	41	10,000	6	1,655.36	8,344.64	6.982 64
7	1.589	37	6	67	43	10,000	7	1.990.05	8,009.95	6.420.95
8	1.816	38	7	36	45	10,000	8	2.340.74	7.659.26	5.843.26
9	2,043	39	7	328	47	10,000	8	2,477.51	7 522.49	5,479.49
10	2,270	40	8	286	49	10,000	9	2.843.77	7.156 23	4.886.23
11	2,497	41	9	114	50	10.000	10	3,205.85	6,794.15	4.297.15

DANIEL SHARP, VICE-PRESIDENT. | A. HUNTINGTON, MEDICAL DIRECTOR.

J. P. CARPENTER, SECRETARY. | NICHOLAS DE GROOT, CASHIER.

Active Agents Wanted. Apply to Directors' Office or to any Agency of the Company.

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GERMAN-AMERICAN INS. CO.

OF NEW YORK.

OFFICE,.....No. 179 BROADWAY.

January 1st, 1878.

Gross Assets.....		$2,324,709.06
Reserve for Unearned Premiums.....	524,767.84	
All other Liabilities.....	112,990.75	
Capital Stock	1,000,000.00	
Net Surplus.....	**686,950.97**	
		$2,324,709.06

E. OELBERMANN,.....President.
JAMES A. SILVEY,.....Secretary. | JOHN W. MURRAY,..... .....Vice-President.
THOS. F. GOODRICH, Secretary Agency Department.
JOHN MARR, General Agent. JAMES NOXON, Special Agent.

EUGENE CARY, Manager Western Dep't, Chicago. JOHN S. BELDEN, Assistant Manager.
BARBEE & CASTLEMAN, Managers Southern Department, Louisville, Ky.
FARNSWORTH & CLARKE, Managers Pacific Dep't, San Francisco, Cal.

Represented in all the Leading Agencies throughout the Country.

EQUITABLE FIRE INS. CO.,

NASHVILLE, TENN.

14th Semi-Annual Statement, January 1, 1878.

ASSETS.	Market Value.
United States bonds.....	$105,250.00
Railroad, county and municipal bonds ...	171,338.65
Cash in bank and in Company's office....	16,450.64
Premiums in course of collection.....	17,321.39
Real Estate loan.....	633.71
	$310,994.39

LIABILITIES.	
Losses adjusted and unadjusted.....	$11,114.11
Reinsurance Fund.....	72,175.60
Capital.....	200,000.00
Net Surplus	27,704.68
	$310,994.39

Surplus as to Policyholders, $227,704.68.
Percentage of Assets to Liabilities, 8-73.

D. WEAVER.....President.
A. G. ADAMS.....Vice-President.
JOHN D. ANDERSON.....Secretary.
J. O. TREANOR.....Assistant Secretary.

BUFFALO

Insurance Company.

Capital paid in in Cash.....	$200,000.00
Reserve for all Liabilities, including Re-insurance	64,798.75
Net Surplus.....	46,780.61
Total Assets, January 1, 1878.....	$311,579.36

PASCAL P. PRATT,..... *President.*
EDWARD B. SMITH,..... *Secretary.*

HANOVER

FIRE

Insurance Company,

OF THE CITY OF NEW YORK,

No. 120 Broadway, Cor. Cedar Street.

(Incorporated 1852.)

Capital paid in in cash.....	$500,000.00
Reserves for all liabilities, including reinsurance.....	633,489.45
Net Surplus.....	509,393.14
TOTAL ASSETS.....	$1,642,882.59

Agencies in all the principal Cities and Towns in the United States.

B. S. WALCOTT..... .....President.
I. REMSEN LANE.....Secretary.

REPORT OF THE OFFICIAL EXAMINATION OF THE

METROPOLITAN LIFE INSURANCE CO.

BY THE INSURANCE DEPARTMENT OF THE STATE OF NEW YORK.

"No effort spared to protect the interests of Policyholders." "Careful and painstaking management." "In no instance has a flaw in the title, or a deficiency in value, been found." "Too much cannot be said in praise of the Company's investments." "Every step taken has been to render the security of the Insured beyond question."

INSURANCE DEPARTMENT, ALBANY, N. Y., February 18th, 1878.

The Superintendent having caused an examination of the METROPOLITAN LIFE INSURANCE COMPANY, of New York City, to be made, and which is now completed, submits the following as the result of the same:

To the present management of the Company the Policyholders are indebted for the solvent condition of their corporation. No effort has been spared by the President and Vice-President to protect the interest of the Policyholders, and every step taken by these officials has been to render the security of the insured beyond question.

The titles to each piece of property owned by and mortgaged to the Company have been examined by the authorities commissioned by the Department to perform this service, and reported upon to the Superintendent, while appraisers have carefully examined as to the value of these properties, and in no instance has a flaw in the title, or a deficiency in value, been found.

Too much cannot be said in praise of the Company's investments, exhibiting as they do careful and painstaking management, such as to render the future prosperity of the Company entirely secure.

All items of uncollected Premiums and Premium Notes and liens have been examined in detail, and seriatim lists of same are filed in the Department.

The following is a statement of the Company's condition on December 31st, 1877:

ASSETS.

Real Estate and Bonds and Mortgages	$1,000,200.00
Stocks, Bonds and secured Loans.....	518,143.82
Cash, liens on Policies, Interest, Rent and deferred Premiums	569,238.65
Total Admitted Assets	**$2,087,582.47**
Items not admitted—Agents Balances, Com. Comms, Furniture and Fixtures.....	$53,421.70.

LIABILITIES.

Premium reserve, unpaid losses and all other claims	$1,795,822.26
Surplus on basis of Admitted Assets	**$291,760.21**
Capital Stock.....	$200,000
Surplus on basis of Total Assets.....	**$345,181.91**

JOHN F. SMYTH, *Superintendent.*

First-class AGENTS wanted at all prominent points, to represent this progressive Company. The most popular plans before the public.

JOSEPH F. KNAPP, President.

JOHN R. HEGEMAN.....VICE-PRESIDENT. | STEWART L. WOODFORD.....COUNSEL.

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The Chronicle.

A Weekly Insurance Journal.

VOL. XXII., No. 2. OFFICE, 145 BROADWAY. | NEW YORK, THURSDAY, JULY 11, 1878. | J. J. W. O'DONOGHUE, Editor.

The Case of the Atlantic Mutual Life Insurance Company.

Among the law reports published in this issue of THE CHRONICLE will be found the decision of the New York court of appeals in the case of the Atlantic Mutual life insurance company. To the policyholders of this company, which was most wantonly strangled by state supervision, the decision affords neither satisfaction nor relief. In truth, the only service the courts can now render the policyholders is to facilitate the final dissolution of the company, and the distribution among the creditors of whatever assets remain. The day for resuscitation has passed when the work of destruction is completed.

It is somewhat satisfactory, however, to notice that the indecent haste exhibited by the insurance department in its unwarrantable assault upon the Atlantic Mutual leads the court to make the following remarks:

We are free to say, that on the simple knowledge of the condition of the company given by the proofs in the case, we should have deliberated for some time before we should have taken the severe and disturbing measure of entering into the control of the affairs of this company by putting a receiver over it. And we are not willing to assent to the position of the assistant attorney-general, that the special term having been satisfied from the evidence of the propriety of such a measure there is naught for the court to review. It is a great power which is put into the hands of the superintendent of the insurance department, and into the special term, that of arresting the course of these companies, and it is not to be used without great caution and judicious consideration, lest it become destructive and intolerable; and it is for the general term and for this court to critically scrutinize the proceedings in every case and determine with care whether good cause existed for interference, and whether there is sufficient reason for continuing it.

The power exercised by the insurance department in this case was most "destructive and intolerable." On May 10th, 1877, the insurance superintendent published a statement which purported to be based upon the result of an examination made by his department of the condition of this company. In that statement he said that in his opinion the affairs of the Atlantic Mutual life insurance company appeared to be in such a condition as to render the issuing of additional policies injurious to the public, at the same time alleging that there was a deficiency in the assets of the company, as regarded policyholders, of $110,385. This alleged deficiency was caused by the superintendent ignoring altogether, or regarding as worthless, assets a large portion of which has since proved valuable. Indeed, so valuable have some of these assets proven that the deficiency as regards policyholders has been entirely wiped out; and the worst that can be truthfully said against the company is that its capital is impaired about 50 per cent. But a receiver was appointed and the work of litigation and destruction were begun, and continued with a persistency that flavored strongly of vindictiveness or malice.

In view of these facts, it is difficult to reconcile with justice the following remarks of the court in the decision referred to:

The proofs tended to show, we think that they did show, that the assets of the defendant were short of a sum equal to the amount of the outstanding policies, by about one-tenth of that amount, and that the capital was entirely sunk. Besides that, some of the assets were not of a kind readily convertible or available.

In the history of life insurance in this country there has not been any official act done to a company engaged in that business more exasperating than that committed by the insurance superintendent in assaulting the Atlantic Mutual. While the policyholders were abundantly secured the business of the company was arbitrarily suspended, and its property placed in the hands of a receiver.

That the court of appeals has modified the order under which the receiver was appointed, so that he should not get hold of the securities deposited with the superintendent of the insurance department, and that the company cannot be dissolved under it, may be of some advantage to the stockholders, who doubtless desire permission to see to the manner in which their property is to be distributed. But if the modification of the order should lead to further litigation the stockholders, and perhaps the policyholders also, will have reason to regret that it was granted. The company should be speedily placed in a sepulchre, over which ought to be inscribed:

THE ATLANTIC MUTUAL LIFE INSURANCE COMPANY, LEGALLY MURDERED BY STATE SUPERVISION.

Ben. Noyes Sentenced—Now for the Other Alleged Conspirators.

The last act in the trial of Benjamin Noyes for conspiracy to defraud the policyholders of the New Jersey Mutual life insurance company was consummated on Saturday last. At 10 o'clock in the morning of that day the prisoner was conducted to the Essex county court, at Newark, N. J., to receive sentence. Several hours were uselessly consumed in arguments on a motion for a new trial and appeals invoking the clemency of the court.

The prosecutor of pleas, Mr. Abeel, opened the proceedings by formally moving the court to render judgment. Counsel for the prisoner, interposing, asked the court for a new trial, on the grounds that one of the jurors appeared in court during the progress of the trial several times in a condition of drunkenness; that an affidavit made by Mortimore, late of the National Capitol life insurance company, to the effect that in the negotiations for the reinsurance of the New Jersey Mutual in the National Capitol, Fay acted as attorney for the latter company, had been taken into the jury room; and that evidence had been discovered that the bonds said to have been delivered to Frost were, in fact, sold before the time of the alleged delivery.

The court, in denying the application, passed high encomiums on the jurors, and said as to the second point in the application every fact recited in the affidavit referred to had been testified to by Mortimore when on the stand, and consequently it was not material whether the affidavit had or had not been taken into the

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jury room. Nor did the court consider that the delivery of the bonds to Frost was such an essential part of the case as that new evidence concerning it ought to disturb the verdict.

The hope of a new trial having been thus destroyed, the prisoner's counsel made a pathetic appeal for mercy, strongly urging the release of Noyes on payment of a fine.

Judge Depue consulted with his associate justice, and then the order was given, "Let the defendant be placed at the bar." The hero of many a hard fought legal contest—the self-possessed and audacious Ben. Noyes—then came forward with a nervous and embarrassed air to receive the sentence of the court. In pronouncing sentence Judge Depue said, among other things, that—

If the punishment were only designed to discipline the prisoner, the court might have listened to the prayers of his friends; but the object of the punishment was to deter others from the commission of similar crimes. * * * * In one respect, the prisoner stood in a different relation to the parties who had been defrauded from that occupied by the officers of the company. Their responsibility was much greater than his. But if they could not have got some one to shelter them, as the prisoner, with the contract of reinsurance, had sought to do, the course of events might have been different. It was true, too, that except Stedwell the prisoner was the only one of the alleged conspirators who had been brought to justice. This was not the fault of the authorities. Seven requisitions had been made on the governors of four states in the Union for others of them Governor Robinson, of New York, had refused to surrender Baldwin; the governor of Connecticut had refused to surrender Fay. Those sought in other states fled before the requisitions reached them.

Two years, the limit fixed by the statute, the court said, would be inadequate punishment for some of the persons concerned in the crime. The court made a distinction between the crime committed by Noyes and that of the officers of the company in favor of Noyes, and sentenced him to eighteen months' imprisonment at hard labor in the state prison, and to stand committed until the costs—$1,500—were paid. And thus Ben. Noyes has passed through the portals of a prison into disgraceful obscurity. This termination to his career—for such it virtually is—must be read as a wholesome warning to evil-doers.

But shall Jeremiah H. Stedwell and Henry W. Baldwin, and the other alleged conspirators, escape justice, while Noyes is atoning in state prison for the crime in which they, it is alleged, were the most guilty parties? Such, surely, every honest man will concede ought not to be the case.

With regard to Stedwell, he is no longer a fugitive from justice, having returned to New Jersey and given security for his appearance in court when called upon for trial. But with regard to Henry W. Baldwin—now the "middle department superintendent" of the United States life insurance company, of this city—shall he be permitted, in spite of the efforts of the New Jersey authorities to bring him to that state for trial, to escape untried? In the face of the evidence adduced during the trial of Benjamin Noyes, Governor Robinson ought to be again called upon to decide whether he should, or should not, afford shelter to this man Baldwin.

It may be well to reproduce a certified copy of the indictment found against the alleged conspirators. Here it is:

ESSEX OYER AND TERMINER AND GENERAL JAIL DELIVERY,
April Term, A. D. 1877.

Essex county, to wit:—The grand jurors of the state of New Jersey, in and for the body of the county of Essex, upon their oath, PRESENT, That Jeremiah H. Stedwell, Benjamin Noyes, *Henry W. Baldwin*, A. Goodrich Fay, Henry H. Trenor and Rufus C. Frost, late of the city of Newark, in the county of Essex aforesaid, on the twenty-sixth day of January in the year of our Lord one thousand eight hundred and seventy-seven, with force and arms, at the city aforesaid, in the county aforesaid, and within the jurisdiction of the court, did wilfully, fraudulently and knowingly conspire, combine and agree together by divers subtle means and devices to cheat and defraud the New Jersey Mutual life insurance company, a corporation existing by virtue of the laws of New Jersey, and William Titus, a policyholder of said company, of their money, goods and chattels and property, by means of the said Jeremiah H. Stedwell being then and there a director, member and public officer of said company then and there, knowingly and fraudulently taking and applying to his own use and benefit, and to uses and purposes other than the uses and purposes of the New Jersey Mutual life insurance company, the money, goods and chattels of the said New Jersey Mutual life insurance company.

It was upon this indictment Noyes was tried and found guilty. It was under this indictment that the New Jersey authorities sought the rendition of Baldwin from Governor Robinson.

In referring to Baldwin's connection with the committee who recommended the reinsurance of the New Jersey Mutual life in the National Capitol life, Judge Depue in charging the jury in the Noyes case said:

The committee consisted of Halsted, Trenor and Baldwin. There is no evidence respecting Trenor except that he signed the report. Baldwin was one of Stedwell's associates in these transactions. The report is in Stedwell's handwriting. Halsted testifies that he knew nothing of the transactions involved in this case. He knew nothing of the $30,000 to Fay; nothing of the $100,000 to Frost, and nothing of the transfer of the company's assets to the National Capitol. He supposed that the arrangement was that the National Capitol should reinsure the risks for the accruing premiums, the New Jersey Mutual retaining all its property.

Force, who acted as vice-president from the 5th to the 17th of January, and who continued to interest himself to sustain the company by a reinsurance after his resignation, knew nothing of the National Capitol or of a reinsurance by it until after it was done.

Stedwell testified that he did not inform the other directors of the transactions with Fay or Frost, and there is no evidence that any other director knew the particulars of the transaction except Frost and Baldwin, with whom Stedwell says he consulted throughout the whole matter. The reason the other directors were not indicted is apparent. They were themselves deceived, and were induced to approve the reinsurance by the fraud of Stedwell and his associates.

The disappearance of the books of the company containing Baldwin's accounts and other accounts of the company is also strongly indicative of fraud. They were sent to New York on the order of Stedwell early in January, and with the exception of the testimony of Mr. McCarter of the offer of their return for a consideration, there are no tidings of their whereabouts.

From the sum of these events I have narrated, you will probably reach the conclusion, without hesitation, that there was an unlawful combination to defraud the company, and that Stedwell, the two Frosts, Baldwin and Fay, or some of them, were parties to it.

Indeed, gentlemen, the existence of a conspiracy to that end is an admitted fact in the case.

The existence of a conspiracy to defraud the policyholders of the New Jersey Mutual life insurance company was an admitted fact in the case of Noyes. That Stedwell, the two Frosts, Baldwin and Fay, or some of them, were parties to the conspiracy, there cannot be a shadow of doubt. Stedwell, as already intimated, has surrendered himself for trial; the two Frosts are fugitives in a foreign country. Fay was Ben. Noyes' attorney in the transaction, and is now supposed to be in Connecticut. Baldwin, of all the alleged conspirators, is the only one who has had the audacity to remain in New York, where, with the aid of the managers of the United States life insurance company, he was enabled,

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it is said, to realize, during the year 1877, $50,000 out of his agency business with that company.

The United States life insurance company may have, from its present standpoint, sufficient cause to retain the services of Henry W. Baldwin, but those who wish to see impartial justice done to all parties concerned in the conspiracy which has sent Ben. Noyes to state prison, will not be satisfied until all the accused are brought to the bar of justice. It is earnestly to be hoped that Governor Robinson will reconsider his decision, which, in Baldwin's case, has prevented the attainment of this object.

The Republic Life Insurance Company—A Remarkable Petition.

A petition of great length which was filed some time ago in the circuit court at Chicago to compel the receiver of the Republic life insurance company, of that city, to examine into the accounts of John V. Farwell, as president of the company, came up before Judge Williams on the 27th ult. The reading of the petition was objected to by Mr. Farwell's counsel, who regarded the suit as a piece of blackmail, and wanted it referred, without being read, to the receiver, who should apply for a master in chancery to inquire into the matter. The court decided—not knowing whether the suit had been brought for the purpose of blackmail or for a legitimate purpose—to hear the petition. It is charged among a great many other things in the petition that the company was managed from the beginning in the interest of the officers, and that said officers were guilty of malfeasance in office, managing said company for their personal interest, and in disregard of the interests of creditors; that the organization of said company was the result of a fraudulent combination between John V. Farwell, Charles B. Farwell and others of the projectors.

When the petition had been read, Judge Williams ruled that it should be referred to the receiver of the company, who was ordered to report whether the parties implicated ought to be prosecuted.

What purported to be a synopsis of the petition above referred to appeared in a Chicago daily paper in May last. That synopsis contained the following paragraph:

That on the 15th of February, 1872, an article appeared in the insurance CHRONICLE of that date, charging that the said Republic life insurance company was drifting to destruction, and that it must change its management or fail, and so terrified was the said John V. Farwell and his conspirators that they immediately conferred with the editor of said CHRONICLE, and, at his dictation, reorganized the company by introducing into the management Mr. L. D. Cortright as second vice-president; J. F. Collins, secretary; and J. F. Crank, assistant-secretary. And your petitioners charge and believe that they also paid the editor of said CHRONICLE the sum of $5,000, and thus procured from him an indorsement of the company.

It is quite true an article did appear in THE CHRONICLE at the date mentioned, and which helped to cause a change in the management of the Republic life insurance company. It is equally true that when the desired and much needed change was effected an article commendatory of the change appeared in THE CHRONICLE. But as it was news to the editor of THE CHRONICLE to learn that he had received $5,000, or any other sum, for an indorsement of the Republic life insurance company, he addressed the following communication to the receiver of that institution:

NEW YORK, May 21, 1878.

SAM'L. D. WARD, Esq., *Receiver Republic life insurance company, Chicago:*

Dear Sir,—I have to thank you for a copy of your petition to the court just received. I notice among the list of stockholders the name of THE CHRONICLE Publishing Company. Can you inform me how much stock there is in its name? How much, if any, money was paid on said stock? Also, who signed the stock register for the amount issued? It is news to me. Also, can you inform me if the Republic books show any such entry as a payment of $5,000 to THE CHRONICLE Publishing Company at any time? No such sum, or any other sum, was ever paid to THE CHRONICLE Publishing Company at any time, except only various amounts paid for advertising in the regular way, and for which vouchers were always given, which ought to be on file in their office.

Any information you will furnish on these various points will be fully appreciated by, Yours, respectfully, JOHN J. W. O'DONOGHUE.

To this letter the following reply was received:

THE REPUBLIC LIFE INSURANCE COMPANY,
CHICAGO, May 23, 1878.

J. J. W. O'DONOGHUE, Esq., New York:

Dear Sir,—Yours of 21st received. THE CHRONICLE Publishing Company, whose name you saw among Republic stockholders, is of Atlanta, Ga. While you will not regret that it is so, I may, because I am afraid the responsibility may not be quite so good. Joseph J. O'Donoghue, of New York, appears as a stockholder; but I believe you escape that, as he is of J. O'Donoghue & Sons, importers, etc.

In regard to the $5,000 said to have been paid you, the allegation is made in a bill filed by John Woodbridge, Esq., for certain creditors, to disclose assets, etc. It has not yet been taken up by the court for disposal. My counsel moved to have the petition referred to me to investigate and report, and it will probably be so disposed of. When it is I shall have to consider the evidence which the petitioner will have to offer, and give him an opportunity to show in the books such an entry, if he can, as it does not readily appear. Yours, very truly,

SAM'L. D. WARD, *Receiver.*

If the other allegations contained in the petition are as wholly false as that regarding the editor of THE CHRONICLE, it is high time that some action should be taken to prevent the courts of justice being used by slanderers for the purpose of promoting their vicious practices. However, as this matter has been referred to the receiver, we shall for the present await the results of that officer's investigation, which should be most thorough and searching to the last degree, so that the bottom facts will be brought to light.

Faribault, Minn., Fire.

An esteemed correspondent sends us the following list of insurances and losses paid on the property destroyed by fire at Faribault, Minn., on the 24th ult.:

NAME OF COMPANY.	Insurance.	Payments.
Franklin, Philadelphia	$2,500	$1,935.07
New York Underwriters	2,500	1,451.60
Fire Association, Philadelphia	15,950	10,643.38
American, Philadelphia	11,550	5,228.18
Girard, Philadelphia	8,100	4,207.17
Insurance Company of North America, Philadelphia	9,300	4,086.21
Ætna, Hartford	3,000	2,300.00
Hartford, Hartford	1,000	1,000.00
Phœnix, Hartford	1,000	534.00
Home, New York	7,500	3,178.00
National, Hartford	1,000	677.82
Westchester, N. Y.	9,000	3,500.00
Glens Falls, N. Y.	4,500	1,920.00
Liverpool and London and Globe, England	2,000	208.86
Royal, England	9,800	5,628.00
Merchants', N. J.	4,500	1,594.57
Northwestern National, Milwaukee	700	700.00
Milwaukee Mechanics'	400	346.04
Traders', Chicago	600	600.00
Rhode Island	2,000	2,000.00
Shawmut, Boston	2,000	2,000.00
Lancashire, England	500	311.69
Western, Canada	5,600	3,208.86
Fireman's Fund, California	5,800	5,194.75
Manhattan, N. Y.	2,000	100.00
Totals	$115,800	$64,840.68

The fire originated in the rear of a hardware store occupied as a tin shop. It extended to a general conflagration, involving nearly a whole square of buildings, and swept through five fire walls. The fire extinguishing apparatus, including a Silsby steamer—which broke down during work—and hose, were in such bad order that the flames held high carnival without meeting with any appreciable resistance.

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FIRE INSURANCE IN MISSOURI.

The following tables show the general business done by joint-stock fire and fire-marine insurance companies of Missouri; also, the risks written, premiums received and losses paid in that state by them and the companies of other states doing business there during the year 1877:

MISSOURI JOINT-STOCK FIRE AND FIRE-MARINE INSURANCE COMPANIES.*

Name of Company.	Commenced Business.	Capital.	General Business. Total Admitted Assets.	Total Liabilities Except Capital.	Total Income.	Total Expenditures.	Risks Written During 1877.	Premiums Received.	Losses Paid.	Risks in Force December 31, 1877.	Business in Missouri. Risks Written.	Premiums Received.	Losses Paid.
American Central, St. Louis	1853	$300,000	$796,941	$289,107	$423,294	$368,020	$31,499,742	$385,592	$185,439	$27,785,584	$7,202,396	$82,716	$38,662
Citizens', St. Louis	1837	200,000	416,729	81,919	192,728	168,911	10,520,370	131,557	98,007	8,160,844	2,396,765	21,562	6,877
† Franklin (stock), St. Louis	1855	200,000	276,967	58,215	117,820	117,166	7,730,460	93,096	61,124	5,539,637	2,538,792	28,610	6,210
Jefferson (stock), St. Louis	1865	200,000	284,317	51,979	86,060	79,575	355,285	66,722	34,815	5,401,608	2,971,884	27,932	7,620
Lafayette, Lexington	1869	71,000	65,568	200	13,898	13,612	....	....	....	....	....	....	....
Marine, St. Louis	1837	150,000	188,832	13,954	32,201	35,950	1,431,447	10,191	6,683	924,711	1,431,447	11,010	6,683
Merchants', St. Joseph	1866	150,000	207,762	19,530	45,876	19,164	2,069,840	28,959	6,659	1,725,274	1,348,585	19,795	3,389
Pacific, St. Louis	1855	125,000	100,621	11,539	37,840	33,522	1,364,896	25,233	19,079	1,125,224	1,364,896	25,233	19,079
St. Joseph, St. Joseph	1868	240,000	441,010	99,371	213,634	170,376	14,410,208	176,398	83,640	10,378,791	2,461,963	31,544	7,344
Totals			$2,778,752	$625,817	$1,133,355	$1,006,301	$69,382,338	$917,750	$495,448	$61,041,679	$21,716,728	$248,406	$95,817

* The cents columns in the report being left out of this table, the footings will appear to be a few dollars in excess. † Ceased business March 1, 1878.

COMPANIES OF OTHER STATES.

Name of Company.	Risks Written.	Premiums Received.	Losses Paid.
Ætna, Hartford, Conn	$4,754,711.00	$64,610.88	$38,851.66
Agricultural, Watertown, N. Y.	1,180,669.00	15,040.53	7,127.77
Albany, Albany, N. Y.	....	....	....
Allemannia, Pittsburgh, Pa.	....	9,591.96	10,886.01
Alliance, Boston, Mass.	119,887.50	2,021.22	....
Amazon, Cincinnati, O.	878,211.20	9,509.25	18,401.57
American, Chicago, Ill.	20,977,012.00	101,862.92	31,424.99
American, Newark, N. J.	477,240.00	4,071.06	2,273.69
American, Philadelphia, Pa.	1,467,211.00	15,110.65	14,917.58
Amity, New York City	58,983.00	558.71	3,988.97
Atlantic, Brooklyn, N. Y.	822,174.00	8,241.24	4,437.95
Aurora, Cincinnati, O.	188,691.00	1,209.43	2,927.73
Boatman's, Pittsburgh, Pa.	149,013.00	1,942.10	1,436.01
Boylston Mutual, Boston, Mass.	883,575.00	6,363.27	20,916.07
Buffalo, Buffalo, N. Y.	310,320.00	3,233.99	6,839.27
Buffalo-German, Buffalo, N. Y.	731,428.00	8,376.09	11,447.99
City, Pittsburgh, Pa.	205,547.00	2,947.79	2,087.91
City, Richmond, Va.	200,430.00	3,864.32	3,024.50
Citizens', New York City	828,908.00	5,925.18	4,647.12
Citizens', Pittsburgh, Pa.	65,858.33	1,094.25	....
Clinton, New York City.	136,300.00	1,257.95	....
Commerce, New York City.	128,051.99	1,210.22	690.47
Commercial, New York City	516,740.00	5,381.72	2,750.40
Commonwealth, Boston, Mass.	843,390.00	7,845.91	9,160.25
Connecticut, Hartford, Conn.	769,059.00	10,075.52	10,718.04
Continental, New York City	7,140,676.00	56,326.63	32,712.77
Cooper, Dayton, O.	412,967.00	4,168.50	3,731.47
Detroit, Detroit, Mich.	264,250.00	2,317.94	4,425.25
Eliot, Boston, Mass.	813,801.00	6,861.54	10,364.54
Equitable, Nashville, Tenn.	567,599.00	10,599.43	2,929.72
Etna, New York City.	327,818.00	2,999.63	280.00
Exchange, New York City	314,602.00	2,540.17	....
Fairfield, South Norwalk, Conn.	493,354.00	5,382.06	4,718.18
Fame, Philadelphia, Pa.	308,337.00	2,591.33	17.00
Faneuil Hall, Boston, Mass.	773,372.00	8,034.00	2,298.42
Farragut, New York City	61,200.00	507.12	7,089.41
Fire Association, Philadelphia, Pa.	3,872,357.04	46,360.16	44,912.00
Firemen's, Dayton, O.	1,051,271.00	12,664.59	7,935.70
Firemen's, Newark, N. J.	885,005.00	8,289.91	11,310.22
Firemen's, Boston, Mass.	810,548.00	6,814.66	10,410.84
Fireman's Fund, San Francisco, Cal.	947,393.00	10,793.18	3,445.41
Firemen's Fund, New York City	266,629.64	3,705.68	2,388.87
Franklin, Columbus, O.	204,246.00	1,928.51	365.00
Franklin, Philadelphia, Pa.	2,877,933.00	32,800.01	22,207.11
German, Freeport, Ill.	1,225,520.00	18,047.71	8,479.79
German, Pittsburgh, Pa.	158,199.00	1,251.60	....
German-American, New York City	2,889,408.00	36,675.18	19,775.47
Germania, Newark, N. J.	372,593.67	4,517.88	10,594.66
Germania, New York City	1,299,328.50	18,589.64	16,533.42
Germania, Cincinnati, O.	142,950.00	1,671.86	6,003.32
Girard, Philadelphia, Pa.	972,135.00	9,601.96	8,693.75
Glens Falls, Glens Falls, N. Y.	697,260.00	7,169.50	3,291.25
Globe, Cincinnati, O.	212,983.33	1,861.28	4,252.35
Granite, Richmond, Va.	539,510.00	7,068.98	2,530.20
Guardian, New York City	....	....	....
Hanover, New York City	1,299,328.50	18,589.64	16,533.42
Hartford, Hartford, Conn.	3,011,357.00	41,323.13	17,945.79
Hartford steam boiler & insp'n, Conn.	211,250.00	3,272.25	122.75
Hoffman, New York City	482,640.84	5,163.28	461.29
Home, New York City	6,587,600.00	73,128.91	18,822.70
Home, Newark, N. J.	214,050.00	1,239.02	16.76
Home, Columbus, O.	478,326.00	6,025.09	631.94
Howard, New York City	574,853.00	4,877.67	5,229.47
Ins. Co. N. America, Philadelphia, Pa.	2,707,410.00	39,959.53	27,064.88
Ins. Co. State of Penn., Phila., Pa.	483,022.42	4,363.51	7,346.71
Kenton, Covington, Ky.	372,595.00	7,605.88	7,853.15
Kings County, Brooklyn, N. Y.	110,320.00	1,604.12	490.03
Lamar, New York City	204,300.00	3,594.65	5,160.57
Lancaster, Lancaster, Pa.	294,933.00	1,145.50	2,378.93
Lorillard, New York City	464,602.00	3,112.61	4,382.92
Manhattan, New York City	651,999.00	7,238.92	3,888.09
Manufacturers', Newark, N. J.	409,600.00	4,279.92	2,824.95
Manufacturers', Boston, Mass.	1,573,190.00	15,928.89	31,308.99
Mercantile, Cleveland, O.	$216,215.00	$2,148.21	$2,904.54
Mercantile, New York City	100,550.00	802.32	1,289.58
Mercantile Mutual, New York City	....	....	....
Mechanics' & Traders', New York City	....	....	....
Merchants', Newark, N. J.	2,207,800.30	23,356.02	18,836.14
Merchants', Providence, R. I.	847,516.00	6,622.04	10,005.87
Merchants' & Mech'ics', Richm'd, Va.	506,343.00	1,891.28	....
Meriden, Meriden, Conn.	478,258.00	5,988.23	1,089.37
Mississippi Valley, Memphis, Tenn.	503,641.00	7,786.90	3,917.45
Mobile Fire Department, Mobile, Ala.	276,902.00	2,665.47	6,925.09
National, Hartford, Conn.	715,378.00	7,128.68	15,781.88
National, New York City	1,077,874.00	9,570.07	8,185.81
Neptune, Boston, Mass.	813,951.00	6,811.54	10,407.09
Newark City, Newark, N. J.	275,387.16	4,228.20	2,864.98
Newark, Newark, N. J.	157,925.00	1,654.41	....
New Hampshire, Manchester, N. H.	461,400.00	6,204.75	....
New York City, New York City	239,156.00	2,129.24	....
Niagara, New York City	1,286,473.00	15,661.96	20,779.32
Northern, Watertown, N. Y.	329,779.17	3,996.46	1,917.89
Northwestern National, Milwaukee	1,387,000.00	14,437.64	22,653.11
Orient, Hartford, Conn.	553,555.00	7,100.99	10,472.22
Orient Mutual, New York City.	1,296,362.61	8,621.21	743.88
Pacific, New York City.	....	....	....
Pacific Mutual, New York City	5,369,841.00	45,402.42	9,737.38
Pennsylvania, Pittsburgh, Pa.	186,947.00	1,721.60	707.85
Pennsylvania, Philadelphia, Pa.	1,190,750.00	14,401.72	19,616.40
People's, Newark, N. J.	1,404,243.00	17,644.64	10,488.15
People's, Trenton, N. J.	957,396.33	10,179.52	11,382.46
Phenix, Brooklyn, N. Y.	3,295,216.00	48,397.64	24,005.84
Phenix, Hartford, Conn.	3,865,164.00	45,134.46	21,363.63
Prescott, Boston, Mass.	345,887.00	2,851.01	38.53
Relief, New York City	49,000.00	438.00	....
Resolute, New York City	81,466.00	677.42	6,641.70
Revere, Boston, Mass	515,605.00	4,543.34	3,416.75
Rochester German, Rochester, N. Y.	699,275.00	7,793.24	6,365.70
Rockford, Rockford, Ill.	4,502,500.00	57,383.65	15,063.88
Roger Williams, Providence, R. I.	370,150.00	3,808.19	1,510.59
St. Nicholas, New York City.	353,500.00	3,408.42	111.86
St. Paul, St. Paul, Minn.	692,391.00	7,962.75	12,744.06
Safeguard, New York City	498,192.00	4,241.23	865.70
Security, New Haven, Conn.	294,785.00	3,221.51	2,936.24
Shawmut, Boston, Mass.	478,150.00	5,342.68	15,047.36
Shoe and Leather, Boston, Mass.	355,150.00	3,431.28	5,988.53
Springfield, Springfield, Mass.	1,042,981.00	36,081.11	12,063.29
Standard, New York City	377,845.00	4,047.78	8,994.33
Standard, Trenton, N. J.	454,508.32	7,013.17	4,012.55
Star, New York City	335,098.00	3,427.31	5,406.82
Trade, Camden, N. J.	360,212.00	6,054.01	1,699.44
Traders', Chicago, Ill.	881,099.00	10,295.31	5,067.43
Tradesmen's, New York City.	258,588.00	2,235.57	26.78
Union, Philadelphia, Pa.	440,312.79	4,170.74	10,771.39
Union, Galveston, Texas	547,856.99	7,048.55	951.03
Virginia, Richmond, Va.	582,550.00	6,936.67	2,972.14
Washington, Boston, Mass.	814,197.00	6,814.65	10,458.47
Watertown, Watertown, N. Y.	247,475.00	2,642.74	....
Westchester, New Rochelle, N. Y.	1,647,196.00	17,331.76	16,300.58
Williamsburg City, Brooklyn, N. Y.	917,739.00	8,024.92	5,932.57
Totals	$136,122,530.63	$1,427,506.94	$998,034.01

FOREIGN COMPANIES—U. S. BRANCHES.

Caisse Générale, Paris, France	$1,151,808.83	$19,935.47	$16,606.36
Commercial Union, London, England.	1,628,043.00	18,973.10	26,479.29
Guardian, London, England	577,475.00	5,189.67	31.13
Hamburg-Bremen, Hamburg, Germany	827,177.00	9,032.33	8,253.20
Imperial, London, England	1,414,718.78	12,514.57	12,197.90
Lancashire, Manchester, England	....	12,884.47	9,838.19
Liverpool & Lon. & Globe, Liv'pl, Eng.	3,493,100.00	30,875.93	13,241.42
London Assurance, London, England.	1,686,065.00	16,901.28	19,467.63
North British & Mercantile, Lon., Eng.	2,674,487.00	32,744.84	23,858.49
Northern, London, England	1,414,718.78	12,514.57	12,197.90
Queen, Liverpool, England	3,974,254.00	34,277.62	43,627.60
Royal, Liverpool, England	2,391,166.50	24,346.75	21,614.77
Scottish Commercial, Glasgow, Scotl'd	3,053,896.00	28,589.46	19,265.45
Transatlantic, Hamburg, Germany	....	....	....
Totals	$24,286,849.89	$258,730.06	$226,671.33

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Burning a Grist Mill to Lift a Mortgage on It.

Under this title the Springfield *Republican* of the 28th ult., gives some interesting particulars in the case of Levi Bradford, of Williamsburg, Mass., who was recently found guilty of attempting to defraud the Springfield fire and marine insurance company by burning the grist mills of his sons, H. L. and G. M. Bradford, on the morning of February 15th, 1878. It is only by the conviction and punishment of rascals like Bradford, that the growth of the diabolical crime of incendiarism can be checked. Says the *Republican*:

The mill was a two story wooden building, some 40 feet long and had an attachment of about the same length, which was divided into a repair shop and horse shed. It was located at the hamlet of Searsville, about a mile north of Williamsburg village, and was insured in this city for $2,000. Bradford was a farmer back on the hills till about ten years ago, when he bought the Searsville grist mill and the adjoining house into which he moved. After five years' residence his mill was burned. He soon built another, and some time ago sold it to his sons, one of whom lives at Providence, R. I., the other being a member of his own family at Searsville. When the boys bought the mill they agreed to lift the $2,400 mortgage which the Haydenville savings bank held on the house and mill. The note which was given to the bank when the property was mortgaged was signed by a brother of Levi Bradford as a surety, who notified the bank last December that he did not wish to be held on it any longer. Consequently the bank sought payment of the mortgage from the Bradfords, father and sons. The money was not forthcoming at once, but Levi promised that it should certainly be paid on the 15th of February. On the evening of Tuesday the 12th, fire broke out in the upper story of the mill, but an early alarm was given by a passing neighbor, and the men on the premises put out the flames with a few pails of water. On Friday morning, not long after midnight, a fire started near the mill-stones, away from the stove, and it could not be quenched till the building was reduced to ashes. Suspicion at once rested on Levi Bradford, who has been undergoing some process of examination most of the time since. First there was a long fire inquest, at the instance of the insurance company, then a magistrate's examination, and then a trial by the court, which has taken a good part of four days.

Mr. Bradford is a man some sixty years old, and has always been an active citizen of Williamsburg, of fair reputation, although of late liquor has done a good deal to demoralize him. His trial has drawn out a large audience of his acquaintances, who have closely watched each development of the case. And there have been enough developments to equip half a dozen ordinary cases in good shape. About noon on the 14th of February, Bradford started out from his home near the mill for what turned out to be an extended trip through the hill towns. It was proved by his own story, and also by the government, that he stopped at several places in Williamsburg, Goshen and Plainsfield, and brought up at the house of Samuel Ranney at "Spruce Corner," in Ashfield, in time for a late supper. His host rather pressed him to know what his plans for the night were, but the only reply received was that he would know sometime what was going on. After supper Bradford drove to Ashfield Plain, left his horse at the hotel and attended a rendering of "All isn't gold that shines," so he says, at the adjoining hall. Up to the time of his leaving the hotel, about 10.30 o'clock, the government were compelled to admit his testimony as true. From the hotel he says that he drove through "Baptist Corners," in Buckland, in company with a young man named Smith, that they stopped at the house of one Whitney and then drove to Shelburne Falls. There Bradford met his brother-in-law, Gilbert M. Mann, at 11 o'clock, who had come down from Zoar to discuss some money matters, and after the business was finished Bradford put up at the Shelburne Falls house, being let in by the hostler. He got up early in the morning and drove to the Conway hotel, where he breakfasted, and then went home to learn that the mill had been burned during the night. On the other hand the government undertook to prove that he did not go to Shelburne Falls, but drove quite deliberately to Searsville, distant some ten miles from the Ashfield hotel, left his horse some little distance from the mill, walked down to it and set the fire, then regained the team, and drove, rather slowly, to the Conway hotel, which he reached a little before 4 o'clock. The failure of the defence to produce the young man Smith and the brother-in-law Mann, and the utter failure of the Shelburne Falls hotel men to remember any such customer as Bradford, proved a great help to the prosecution. Then the testimony of a Goshen man and woman who were returning from an evening visit on the Ashfield road, in the bright light of the moon, that they met Bradford on foot going toward his mill, and that he pulled up his coat collar and turned his face away, seeking to hide his identity, helps link the evidence against him. A track was found the next morning in the snow which led into an unused shed about half a mile from the mill, and the supposition is that the horse was left there while Bradford walked to the mill and back. Then several miles up the Conway road a team very closely resembling Bradford's passed the house of a man who happened to be up about 2 o'clock, and saw it. And the people at the Conway hotel swore that he reached their house just before the factory bell rang for 4 o'clock, whereas he puts his arrival there at least an hour later. Add to this the evidence that he has been trying either to bribe or intimidate some of the witnesses who testified against him at the preliminary examination and the the discrepancies in his own testimony, when the records of both courts are compared, and there is little room for surprise that the jury should only have stayed out about half an hour. The case will probably go to the supreme court on exceptions, and the sentence, which may be for twenty years, will therefore be delayed till December.

Law Reports.

The following is the opinion of Judge Folger, of the New York court of appeals, modifying the order for the appointment of a receiver of the Atlantic Mutual life insurance company, of Albany:

William Barnes for appellant; E. W. Paige, deputy attorney-general, for respondent.

Folger, J.—The point made by the appellant, that it should have been made to appear in detail to the special term in what way, and upon what evidence, the superintendant of the insurance department came to the opinion that the appellant was in such condition as to render its continuance in business injurious to the public interests, is not well taken. The reasons why it is not, are well stated in the opinions in the court below, and need not be paraphrased or repeated. The point that the value of the policies of the defendant should have been estimated at a gross, instead of a net valuation, is abstract, and presents nothing practical to us. There is no evidence in the record to show what would have been the result if the method of gross valuation had been taken. Moreover, the experts who gave oral testimony were divided as to which is the true method of testing the value of the policies of a life insurance company. The quotations from authors and from reports, abundantly furnished upon the appellant's points, are not the kind of matter on which to found a legal decision which is to be based upon facts. There is nothing presented to us by the record, upon this point, from which we can say that there was error in the court below.

The question left is, did the facts presented require the appointment of a receiver and the stoppage of the defendant's business? Or, rather, the order for a receiver having been granted, and that officer having entered upon the discharge of his duties and taken possession of the effects of the company, and there having resulted the stoppage of its current business, the loss of its credit and the serious impairment of its power to recuperate, the question is, was there such a total absence of any cause shown by the proofs for a judicial interference with its affairs as that this court is called upon to reverse the proceedings already had to arrest the process of settlement and liquidation, and start the company again, after the shock which its credit has received and the derangement which its business has suffered. We are free to say that on the simple knowledge of the condition of the company given by the proofs in the case, we should have deliberated for some time before we should

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have taken the severe and disturbing measure of entering into the control of the affairs of this company by putting a receiver over it. And we are not willing to assent to the position of the assistant attorney-general, that the special term, having been satisfied from the evidence of the propriety of such a measure, there is nought for this court to review. It is a great power which is put into the hands of the superintendent of the insurance department and into the special term—that of arresting the course of these companies—and it is not to be used without great caution and judicious consideration, lest it become destructive and intolerable; and it is for the general term and for this court to critically scrutinize the proceedings in every case, and determine with care whether good cause existed for interference, and whether there is sufficient r a-son for continuing it.

We think that the rule which should guide in that inquiry is not completely stated in the opinion at general term in the case of the World safe insurance company, cited for appellant (40 Bart, 501). It is there said that what authorizes an insurance company to commence business authorizes it to continue; and if its funds substantially equal the amount of its capital, it should continue—so far as respects the question of the sufficiency of its funds. But it is to be borne in mind that when it starts business it has no obligations to burthen its capital. If, after it has begun, gone on in business, and has incurred obligations serious in amount, it has lost its capital, and then has assets no more, substantially, than was its capital, whatever obligations it after that takes in effect as if it then started business without capital, unless we are to hold, with some of the expert authorities cited by the appellant that it is proper and considerate to expend the capital in building up a business—to which notion we do not accede. The better expression of the rule is found in the opinion in this court in the same case (see New York insurance department Repts., 1863), to wit.: Are the assets sufficient to justify the belief that it may continue in the business of insurance with safety to the public?

Assets should be sufficient to continue the business of life insurance with safety to the public, which means that they should be enough in amount, and of such goodness as to hold out a reasonable assurance to those seeking policies from the company that it would be able to meet all of its liabilities as they accrued. The proofs tended to show, we think that they did show, that the assets of the defendant were short of a sum equal to the amount of the outstanding policies by about one-tenth of that amount, and that the capital was entirely sunk. Besides that, some of the assets were not of a kind readily convertible or available.

Now, here was a defect in assets of considerable amount, and such a condition of the company is exhibited as would, when made known to the public, be likely to produce distrust, to diminish its business, both from its customers then existing and from the community to which it would look for new applications. Such result would further affect its financial condition and make less hopeful an attempt to restore it to soundness. In considering whether there was left enough to offer reasonable assurance to insurance seekers that the contracts which they would take from defendants would be fulfilled at maturity, it was proper also to look into the last management of the company and see whether it gave cause for a reasonable expectation of a recuperation of the resources of the company, and of such a course of future management of its affairs as would build it up and recover it from its losses.

It is not to be denied that the proof discloses a laxness of administration. The trustees were not in the practice of regular and formal meetings; nor, as a body, did they keep up a vigilant, regular or casual supervision of its affairs. A large share of its assets was kept as cash deposit with a private banker without an agreement from him to pay interest, with no security from him against loss; and he an officer of the company, chiefly instrumental in the conduct of its affairs; without regular vote or meeting of the board of trustees, dividends were paid to the stockholders, when, according to the testimony of the secretary, it was impossible to know whether or not the capital of the company was impaired, and when there had in fact been losses and depreciation in the value of its assets.

This was not a mode of management which, when known, was likely to beget confidence and hope. It would not, if continued, promise a recovery from former adverse results. It would not create an expectation that the remaining property of the company and its future earnings would be saved for the benefit of the policy-holders to the extent of a filling out of shrunken assets and a restoration of lost capital.

When the special term begins its consideration of the case (a consideration which it could not refuse after being moved thereto by the attorney-general, in his turn obliged to act upon the report of the insurance department), much of this was bruited abroad in the newspapers and had become generally known. In the alarmed sensitive condition of the popular mind upon the internal state and management of life insurance companies, it could not but be that the disclosures of such facts would hurt the credit of the company, harm its business and take away from its ability to serve the public. When the general term came to act more had been made known, and, it is reasonable to suppose, with results still more disastrous; indeed, the proof discloses that fact. And so it is now that the order has come to us for review.

It is a grievous thing for an institution carrying on such a business to be at once stopped in it, and to be put into the hands of a receiver; grievous for its owners and quite as grievous for those who have done business with it. But it is grievous also for those holding its obligations, and would be so for those who should hereafter take them, for it to go on if its means are not now sufficient, and if there is not reasonable expectation that they will become enough to meet its contracts with them.

The contract of life insurance to the insured is peculiar. It is not a matter to which a speedy result is looked or hoped for; it is entered into with the expectation of years of continuance. Above all things, it must be founded in confidence. Men will not seek, men will not continue in, a company whose condition and management has been shown to be questionable. And when former customers discontinue, and new ones do not take their vacant places, the business of the company is so affected that expectation of future usefulness to the public is feeble. And this is so from the diminution of means at present and the probability of no renovating future supply. Thus the rule of this court above quoted is brought into operation, and cause is found for interference.

A consideration of the facts and circumstances of this case leads us to the conclusion that the exercise of a sound discretion will not authorize a reversal of the action of the court below.

The order appealed from should be affirmed so far as it appoints a receiver.

There is some objection made to parts of it, which seems to rest upon a clerical or other like error in the framing of it. To an amendment of it in this respect there is no resistance from the attorney-general. In that respect the order should be modified. It should not give to the receiver the securities deposited with the superintendent of the insurance department, nor should it dissolve, or attempt to dissolve, the defendant corporation.

All concur, except Rapallo, J., absent.

The supreme court of Illinois recently rendered the following decision in the case of the Mercantile insurance company against Jaynes:

The action was upon an insurance policy to correct a mistake in the policy of insurance on a stock of staves, hoops and barrels in St. Louis, and to enforce the payment for a loss by fire of the insured property. In issuing the policy it was by mistake made to run from the 22d of May, 1874, at 12 M., to the 2d of April, 1874, at 12 M., instead of April 2, 1875, 12 M. On the 11th of November, 1874, the property was destroyed by fire, and this suit was brought to recover for loss. It was argued that the mistake in the policy was merely clerical, and that the intentions of the parties were obvious, so that the correction could have been made by a court of law, and that the remedy lay in law and not in equity. The court, after discussing at length the fact that the mistake appeared on the face of the instrument, said that the remedy was properly asked for in a court of equity, and could not have been had in a court of law. It was also objected that inas-

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much as the Mercantile insurance company, after suit had been brought, passed into the hands of a receiver, the receiver should have been made a party defendant to the bill. The court said that it was unnecessary to have made him a party without his having personally appeared and made application therefor, which he did not do. The decree of the circuit court was therefore affirmed.

NOTES ON INSURANCE CASES.

—Judgment in the suit brought by Charles Coots, of Rochester, N. Y., against the Globe Mutual life insurance company, of New York, has just been recorded in the county clerk's office. The case is one in which the plaintiff, Coots, had his life insured for $3,000 on the non-forfeitable plan. The policy, which dated from February 28, 1866, provided for the annual payment to the company of $81 by Coots. He having neglected to make a quarterly payment of $20.25 on May 10, 1875, the company declared his policy forfeited and rescinded. Thereupon Coots brought suit to recover. The case having gone to the supreme court, was referred to Hon. E. Darwin Smith for hearing. He has given judgment in favor of the plaintiff for the recovery, as damages, of the sum of $937.54, and costs, amounting to $325.52. It is understood that the company will appeal.

—In the matter of the application of Tracy C. Becker. In 1868 petitioner's father took out a policy in the Atlantic Mutual insurance company for $10,000 on the life of petitioner, payable in ten years, or at death if it should take place sooner. On the 30th of March, 1877, the last of the ten annual payments required by the terms of the policy became due and was paid by a note at nine months, the condition of the company not being suspected. After the appointment of the receiver the note was paid, the receiver stipulating to hold the amount as a special deposit to await the orders of the court. Petitioner asked that the receiver be directed to pay an equitable amount in compromise of his claim, to be determined by the actuary's report of assets; or, that the receiver be directed to refund the amount of the last payment and issue a paid up policy for $9,000 on account of the nine payments made previous to his appointment. Judge Westbrook, of the New York supreme court, before whom the petition was heard, decided as follows: When the note of March 30, 1877, was given, if the petitioner had known the actual condition of the company he would undoubtedly not have given the obligation, but have elected to take a paid up policy for such sum as the premiums thus paid would have entitled him. Having given a note in ignorance of the company's actual standing, he should be relieved from the consequences of such act, and placed where he would have placed himself if he had known the financial condition of the company. As a valid defence could have been made to the note had the receiver brought suit upon it, and as it was paid under protest, the amount should be refunded and the petitioner declared to be in the condition of the holder of a paid up policy, on the day of the date of the note, for the amount to which the paid up premiums would then have entitled him.

LIABILITY OF INSURANCE STOCKHOLDERS.

In the case of Arenz *v.* Weir—a suit growing out of the loss of a stock of hardware by the Chicago fire of 1871, it being insured in the defunct Lamar insurance company, of that city, for $2,000, the plaintiff after the insolvency of the company recovering judgment for the amount of his claim, but getting only 52 per cent. of it from the receiver—the Illinois supreme court interprets the act of incorporation of the company as declaring that every stockholder shall be liable to the extent of the stock held by him for any debt or liability of the company. The fact that it had passed to a receiver diminishes in no degree the liability of a stockholder to a creditor of the company. The creditor stands on an independent platform above that of the receiver, having no concern with the corporation, and the stockholder is bound, under the law, to answer to him. "The stockholder is not under the control or in the power of the receiver, but holds a fund, so to speak, out of which the creditors of the company may be paid. The very fact that the corporation has gone into bankruptcy or into the hands of a receiver fixes the liability of a stockholder to a creditor of the corporation."

Fractional Currency.

—The total of death claims and endowments paid by the Ætna life insurance company in June was $107,677.44, making an aggregate of payments for the first half of the year of $1,055,101.82. This is a sample of what well managed life insurance companies do for their beneficiaries.

—In May last the New York legislature passed "An act to authorize corporations organized under the laws of this state to reduce their capital stock." A question as to the applicability of this act to insurance corporations has been recently raised. The first section of the act is as follows:

> Any corporation or company organized under general or a special law of this state, and now existing, or which may hereafter be organized under such general or special law, may diminish its capital stock, by complying with the provisions of this act, to any amount which may be deemed sufficient and proper for the purpose of the corporation. But nothing in this act shall be so construed as to relieve any holder or owner of stock in such corporation from any personal liability existing prior to such reduction; provided, that nothing in this act contained shall be construed to in any manner interfere with or affect any law now in existence authorizing any corporation heretofore organized to reduce its capital stock.

It is quite clear that the provision contained in the latter portion of the above section, taken in connection with the existing law, precludes fire insurance companies with a capital of $200,000 from making any reduction in their capital stock. As to companies with a larger capital, the applicability of this act is not quite clear. If it does apply to companies of the latter class, and if any of them should avail of it, no evil result can in any case arise therefrom. There is no doubt the act applies to "life insurance companies organized under the laws of this state," and companies with impaired capital will perhaps take advantage of it; but there are only three such companies—and they are not of much account—in the state.

—Another of the many instances of fraudulent claims made upon life insurance companies has recently come to light in the case of William Wackerle. He had obtained insurance upon his life in the Ætna, of Hartford, for $30,000, and in the Mutual life, of New York, for $4,000. His death was reported as having occurred over four years ago by a railroad accident in Louisiana. The companies mentioned, deeming the proof of death insufficient, resisted the claim made upon them for the amount of the policies. Wackerle's wife, who was the claimant, poured the story of her wrongs, and the cruel treatment she had received from the companies into the newspapers. Much sympathy was bestowed upon the "defrauded widow," and the "soulless corporations" were treated to hearty rounds of abuse. One of the newspaper articles caught the eye of Joseph Weinmann, of Faribault, Minn., who was first lieutenant of the company in which Wackerle served in the war. Weinmann knew Wackerle to be in California, and he communicated with the Mutual life. Wackerle was hunted up. It appears that he had deserted his wife, leaving her and his policies of insurance, as well as all his other property. He had determined to live away from her forever, and was entirely ignorant of her proceedings against the insurance companies. He readily made affidavit to the fact that he was alive.

—In THE CHRONICLE of June 27th, in referring to the inflammability of the dust in flouring mills, we noticed the destruction of a steam flouring mill a few days previously at Muscatine, Iowa. A Muscatine correspondent writes to THE CHRONICLE to say that the good people of that town "don't indulge in any such luxuries," but suspiciously adds:

> The worst we can do is to have one corner, or a part of the roof of a building damaged. How do you suppose insurance men can live and flourish in such a community?

The thermometer must not have been in the nineties at Muscatine when our correspondent propounded this conundrum. In New York, for instance, at this time it is not "supposed insurance men can live and flourish." Bare existence is as much as the most hopeful among them expect.

—A large fire occurred at Hayti on the night of the 25th ult., destroying about thirty large houses and many small ones. Loss estimated at $300,000. The buildings burned were principally private dwelling houses.

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—In another portion of this paper will be found the result of an examination made by the state insurance department of the Knickerbocker life insurance company. It will be satisfactory to the policyholders to be thus officially informed that the company, notwithstanding the many rumors to the contrary, is not only thoroughly sound, but that it has a handsome surplus to the credit of their account. These rumors were strengthened by the procrastination of the department in making its report, which, had it appeared more promptly, would have allayed the groundless suspicions of those who were needlessly anxious to have the solvency of the company officially announced. There is one feature of the report which will command attention, and that is the deduction of $189,139.83 from the assets as reported by the company, December 31st, 1877. This amount, being largely due to the depreciation in value of real estate securities, it should not be considered as wholly lost to the company, for the reason that such securities will in all probability improve in value; but in any case it is better for the company and its policyholders to have the assets placed at the closest cash valuation. A company like the Knickerbocker life, with an handsome surplus, can well afford to cut down every item of its assets to the lowest value. It will be seen by the statement that the assets thus cut down amount to $6,375,117.45, with $6,083,530.50 of liabilities, leaving to policyholders a net surplus of $291,586.95.

—Twenty-nine life insurance companies transacted business in Missouri during the year ending December 31st, 1877, with the following results:

Policies issued	3,995
Amount insured	$8,392,894.65
Premiums received	1,451,580.35
Death claims paid	1,018,673.37
Policies in force December 31st, 1877	19,357
Amount insured	$48,393,479.46

—The following paragraph, taken from the New York *World*, reveals a horrible condition of barbarism and moral depravity prevailing among the people of "the most civilized nation on the earth":

Dr. O'Haulan, the medical officer to a local board in Durham, England, declared at a recent inquest on the body of two children whose lives were found to have been insured, that in the last few years, ever since there has been such an enormous canvassing going on among insurance companies, there has been a wonderful increase in the mortality among children. As a rule, he found that children were always insured. The temptation to get rid of the child rather than maintain it is to many persons very great at all times; and when in addition to being relieved of the burden of its maintenance they can actually gain hard cash by its death the temptation may become irresistible.

—A correspondent writes to us from Clinton, this state, to say that the Platt and Osborn block in that village has been set on fire four times during the past few months. Two of the fires, he says, were "undoubtedly set by some one in the same man's store." It also appears that the same store was set on fire three times during one week, and twice on the same day. Our correspondent alleges that the owner of the block has it insured for $8,000, "something about twice its value"—three or four thousand dollars insurance on goods owned by tenants, one of whom, he says, occupies the store in which the several fires have originated. It may be well for the company or companies insuring the property to investigate the matter over which our correspondent—who is not connected with the insurance business—seems to be much exercised.

—John B. Reeves, secretary of the Underwriters' Association of South Carolina, is preparing a complete directory of the fire insurance companies doing business in that state, together with the names and location of their agents. Mr. Reeves asks the several companies to aid him in obtaining the information necessary to perfect his work.

—On the 1st inst. the insurance commissioner of Connecticut appeared before Judge Pardee, in Hartford, and formally asked for the dissolution of the injunction in the case of the Charter Oak life insurance company. It appeared, however, that the policyholders who have scaled their policies were desirous that the injunction, so far as it restrained the officers of the company from making settlements of claims beyond the basis of sixty per cent., should be kept in force. The officers, in good faith to the scaling portion of the policyholders—eighty-five or ninety per cent. of the whole number insured—were also desirous of having the restriction kept in force, temporary at least, to give time in which to have the question of liability raised by some claimants, who seek to have their claims paid in full, decided. The number of claimants of the latter class does not, it is said, exceed ten; but it was desired to test their legal standing in such a way as would tend to protect the rights of those to whose action in scaling is due the existence of the company to-day on a basis of solvency. Pending a discussion of some of the points raised, Judge Pardee granted an adjournment for four weeks, which leaves the injunction precisely as it was.

—An automatic telegraph wire, in a store in this city, recently sounded an alarm in an engine house with which it was connected. Directly, the proprietors of the store were astonished to see the engine rushing up to their door. An examination showed that a portion of the wire running under the skylight had been so heated by the sun's rays, that it had expanded sufficiently to affect that part of the apparatus called the thurmstadt, and hence the alarm sounded. Referring to these automatic alarms, Captain James, of the fire insurance patrol, made the following comprehensive remarks and explanations to a *Tribune* reporter on the 3d inst.:

They are much more used in this city than one would suppose. I suppose, altogether, 350 buildings in New York are supplied with them. They generally call only one engine; but those in the Union Square theatre, and such places, would give the regular alarm, which calls out three engines. They do not give many false alarms now. Three or four years ago, when the idea was new, such alarms were more frequent. Experience has shown how the apparatus should be best placed. If the wire runs along in a position so near a skylight that the rays of the sun focus on it, away the alarm goes. The heat necessary is 135 or 145, and sometimes only 125 degrees—that depends upon the way the thurmstadt is set. One hundred and twenty-five degrees can soon be raised. If too many gas-jets are burning in a small room, or too near the thurmstadt, the immediate temperature is soon high enough to affect the wire. This happens most often in sub-cellars. But the false alarms don't matter so much. When we are called we always find that, at least, there is heat enough to be unhealthy and to deserve attention.

—The Metropolitan life insurance company, whose offices in this city are at the corner of Park place and Church street, has entered suit for $250,000 damages against the Metropolitan elevated railroad, which passes the building and which has one of its principal stations opposite to it. The suit is based on the comparative value of the building before and after the elevated railroad was started. It is claimed by the plaintiffs that the basement alone, which previously was worth $3,000 per year, will not now rent for $500.

—There were 44 fires in Chicago during the month of June, arising from the following causes: Sparks from chimney, 9; children playing with matches, 6; spontaneous combustion, 4; chimney fires, 3; explosion of lamps, 2; supposed incendiary, 3; smoking in bed, 1; leaking tar-still, 1; alcohol on stove, 1; sparks from locomotive, 1; unknown, 2; hot ashes, 2; disconnected stovepipe, 1; stovepipe against wood, 2; grease on stove, 1; defective flue, 1; hot oven, 1; fire-crackers, 1; gas-jet, 1, and lighted cigar, 1. Total loss, $30,129.90; loss to insurance companies, $28,634.90; total amount of insurance involved, $332,500.

—C. K. Huger, president of the Underwriters' Association of South Carolina, has sent to the several fire insurance companies doing business in that state a copy of the constitution and by-laws—recently published in THE CHRONICLE—of the association. Mr. Huger has since addressed to the companies a circular letter, in which he says;

You will perceive the objects we have in view. We cannot, however, hope to attain them without the assistance of the companies interested. Agents will be lukewarm without a word from their companies. We, therefore, most respectfully and earnestly request you to instruct your agents in this state to join us at once, if they have not already done so. We believe that if you will do this, you will very soon see a decided improvement in your business, which is the great object we are aiming at.

—The insurance agency firm of Messrs. Hollis & Snow have removed their office from 85 Devonshire street to 35 Kilby street, Boston.

—A neat little pamphlet of 144 pages, entitled "First Things" is being circulated by the Union Mutual life insurance company. "First Things" contains many things worth reading and remembering, and few more so than the many nice things it says adroitly, yet quite truthfully, about the Union Mutual life insurance company.

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—The *Evening Mail*, which had suspended publication owing to complications between its owners and managers, has again put in an appearance as bright and as cheerful as of yore.

—Several changes have been recently made in the *personnel* of the management of the Globe Mutual life insurance company. James M. Freeman has retired from the office of secretary, and has been succeeded by C. Seton Lindsey; William Sturgis has resigned the position of managing director, but will continue to act as a trustee; J. G. Holbrooke has been elected superintendent of agencies, and George Lorillard has been elected vice-president. It is intimated that other changes will be made, and that Pliny Freeman will continue to act as president of the company.

—The July number of the *Insurance World* contains the following paragraph:

O. C. Maynard, Baltimore agent of the United States life insurance company, has enrolled himself in the mighty army of defaulters, and is now sojourning in some other locality. Mr. M. has been one of H. W. Baldwin's proteges, and was formerly in his employ as special for the New Jersey Mutual, ready, willing, and with his plausible tongue able to do every bidding of his master.

The H. W. Baldwin herein referred to is "superintendent of the middle department" of the United States life insurance company, the same individual to whom Judge Depue in his charge to the jury in Ben. Noyes' case thus alluded:

From the sum of these events I have narrated, you will probably reach the conclusion, without hesitation, that there was an unlawful combination to defraud the company, and that Stedwell, the two Frosts, Baldwin and Fay, or some of them, were parties to it. Indeed, gentlemen, the existence of a conspiracy to that end is an admitted fact in the case.

This man Baldwin is retained in a responsible position by the United States life insurance company, while his alleged accomplice, Ben. Noyes is sent to state prison.

—The defunct Economical life insurance company, of Providence, R. I., was recently brought to the surface again by the action of another irate claimant, who is administrator to a claimant who had obtained a judgment against the company, but could find no property to levy on. It will be remembered that the general treasurer of the state held securities under the provisions of the general statutes to the amount of $100,000 for the benefit of policyholders. The complainant brought the present bill in equity, praying that his judgment might be declared a first lien on said fund, and that he be paid therefrom; or, if the court would not decree him a first lien, then leave to prosecute for himself and other policyholders, and asking for a receiver of the fund. By an interlocutory decree the general treasurer was made the receiver thereof. Subsequently the company, having become insolvent, a receiver was appointed by the court. He, finding no funds, has applied to the court for leave to become a party to this suit that he may contest the claims of Moies—the plaintiff in this suit—to priority of lien, and if the lien shall be allowed that he may receive the balance of the fund, or the whole of it if the claim should not be allowed. This application was heard, and although the applicant was not allowed to file a formal answer, he was allowed to be heard as to the form of the decree, the argument involving the questions which he desires to raise. The judge of the supreme court before whom the motion was made reserved his decision.

—A Chicago dealer in fireworks thus explodes: "It would be about as easy to enforce an ordinance compelling people to speak the truth, or to walk on their ears, as one prohibiting fireworks." It is quite evident that no ordinance, however rigidly enforced, would be sufficient to compel this vender of "Chinese bombs" to "speak the truth." In Brooklyn, Baltimore and other cities, the ordinance prohibiting the indiscriminate use of fireworks has been enforced with the best results.

—At the annual meeting of the Northwestern National insurance company, of Milwaukee, Wis., held on the 1st inst., the following officers were reëlected: Alexander Mitchell, president; Alfred James, vice-president; and John P. McGregor, secretary.

—The Germania fire insurance company, of Elizabeth, N. J., has declared a semi-annual dividend of 3 per cent.

—The case of Blair *v.* Gray, which was brought to recover on the defendant's alleged liability as a stockholder of the defunct Republic life insurance company, of Chicago, has been decided in favor of the defendant, the court holding that the liability, if any, was to the assignee and not to an individual creditor of the company.

—In this dull season, when the weather is disgustingly hot and the exchange mill deplorably dry, it is refreshing to discover an item like the following, which we find in an exchange—the *Macon Telegraph* of the 3d inst.:

LOSSES BY FIRES IN THE UNITED STATES.

MACON, GA., July 2, 1878.

Editors Telegraph and Messenger. I give below a statement for the month of May, 1878:

Number of fires reported	894
Aggregate losses by said fires	$6,029,300.00
Aggregate losses to insurance companies	3,382,100.00
Average loss per day	1,944.93

Among the "specials" burned were twenty drug stores, nineteen flouring mills and twenty-seven hotels. Very respectfully,

W. W. CARNES, *Gen. Ins. Agent.*

We are pleased to notice that "W. W. Carnes, Gen. Ins. Agent," has undertaken the laborious task of preparing the above "statement for the month of May, 1878," and the more especially as it corroborates, with remarkable exactness, a portion of a statement which appeared in THE CHRONICLE of the 27th ult. Were we not acquainted with the fact that W. W. Carnes was a well and favorably known "Gen. Ins. Agent," we might, perchance, have imagined that it was that portion of the "statement" which secured publicity for the other portion; but, of course, under the circumstances of this case, that inference would be entirely erroneous. As THE CHRONICLE'S monthly statements of losses by fires in the United States are likely to reach Macon, each month, before the "statements" of "W. W. Carnes, Gen. Ins. Agent," are ready for publication, we would venture to suggest to the exchange editor of the *Telegraph* the propriety of a prompt and incisive application of his scissors. By so doing, he may save "W. W. Carnes, Gen. Ins. Agent," considerable labor of a similar nature.

—An aggrieved "policyholder," writing from Boston to the New York *Herald*, thus relates his experience in Ben. Noyes' life insurance companies:

Allow me to give my experience in life insurance to show how that much extolled branch of business is conducted. My policy was issued by the National life insurance company. That company became insolvent; a receiver was appointed, who reinsured the policy in the American life insurance company, of New Haven. The second company became insolvent, and another reinsurance was effected with a company in Washington. My policy becomes due. I can find no agent of the last company, and I apply to the commissioner of insurance of Massachusetts for information, and he informs me that the president of the last two companies has gone to Washington, where there is no law against fraudulent insurance companies. The last named company asserts that its liability is not to me but to the Connecticut company, and that that company's liability is to the receiver of the company originally insured, against whom lies my remedy. What did the other company take my premiums for if they were not liable? I apply to the receiver, and that gentleman informs me that he is out of it and that the superintendent of insurance has the assets of the company for the benefit of policyholders. Will some one versed in insurance matters please to explain the real meaning of that particular phrase, "benefit to policyholders"? As I understand it I have not yet seen it practically applied, and I have yet to hear of a life insurance company paying a claim without first subjecting its claimant to a long, tedious litigation. I wish I had the amount of my premiums in some bank, even if it were one that had suspended payment, for I might at some time receive a dividend.

The story of "policyholder" is no doubt substantially true. He is only one of many policyholders whose experience of life insurance, gained through a like source, is not dissimilar. The great trouble is that men who have been treated as above described are naturally liable to assume, if not believe, that all life insurance companies are disreputably managed. Their hardships are often great and always lasting when the companies whose policies they may have pass into the hands of receivers. The practices of men like Noyes have taught many policyholders an "experience in life insurance" which, while most unjust in its general application, has hurt the entire business. Hence it is that the evil of dishonest practices is not confined to those directly concerned in each case; it affects every one, more or less, who is identified with the business. There should therefore be no sympathy and little mercy for those found guilty of such practices.

—The pay of the Fall River, Mass., fire department has been reduced 15 per cent. by order of the common council of that city. This peculiar "order" will not tend to improve the much needed efficiency of the department.

—Asher Taylor, vice-president of the Exchange fire insurance company, of this city, died at his residence in Jersey City, on the 5th inst. Mr. Taylor was in the seventy-eighth year of his age. He leaves one son.

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—The English privy council has confirmed the judgment of the Montreal court of appeals setting aside the provincial stamp act for imposing a stamp duty on insurance policies as unconstitutional. The consequence will be that the local government will have to reimburse the insurance companies in the amount of taxes so far paid, which, with legal expenses, are estimated at about $200,000.

—The following New York fire insurance companies have declared semi-annual dividends since the last issue of THE CHRONICLE:

Citizens'	10 per cent.
Citizens', (on reserve fund)	3½ "
Equitable	10 "
Firemen's	5 "
Farragut	7½ "
Hope	5 "
Lenox	5 "
Relief	5 "
Standard	3½ "

—Pittsburgh, Pa., fire insurance companies have declared semi-annual dividends as follows:

Manufacturers' and Merchants'	$3.50 per share.
National	1.50 "
Teutonia, Allegheny	2.00 "
Pittsburgh	4.00 "
Bermingham	2.00 "
Allegheny	2.00 "
Peoples'	3.00 "

—Semi-annual dividends have been declared by the following fire insurance companies of Cincinnati, O.:

Enterprise	5 per cent.
Eagle	6 "
National	5 "

—Louisville, Ky., fire insurance companies have declared semi-annual dividends as follows:

German	3 per cent.
Western	4 "
Union	5 "
Germania	4 "

—The Citizens' insurance company, of St. Louis, has declared a semi-annual dividend of 5 per cent.

—New Orleans insurance association has declared a semi-annual dividend of 5 per cent.

—German fire insurance company, of Wheeling, W. Va., has declared a semi-annual dividend of 5 per cent.

—The trial, at Camden, N. J., of Benjamin Hunter for the murder of John M. Armstrong, terminated on the 3d inst. by the jury finding the accused guilty. No other verdict, in accordance with the facts in the case, could have been found. The object which the pious fraud and cold-blooded assassin had in view, was to realize $26,000 insurance which he held upon the life of his victim. While professing to be a friend and benefactor to Armstrong, this incarnate fiend was deliberately plotting with the wretched man Graham to do the deed. Since his arrest Hunter has been confined within an iron cage in the county prison. His counsel have availed of some legal technicality to stay his sentence, and it is said he will not be delivered over to the executioner before December next.

—Under "an act to make provision for the winding up of insolvent incorporated fire or marine insurance companies," a meeting will be held in Montreal on the 16th inst. to take into consideration, and, if the creditors shall so decide, authorize the reinsurance of the outstanding risks of the Canadian Agricultural insurance company. The meeting will be held at the office of the joint assignees, Messrs. Ross, Fish and Dumsnil.

—Some creditors of the late Merchants' insurance company, of Chicago, are anxiously inquiring why the balance of the assets, amounting to $12,000, is not divided among its claimants. We believe Mr. Rollo, the assignee, made his final report a long time since, and paid into court the balance then in his hands, and was discharged with complimentary comment by the court on his promptness and faithfulness.

—On the 8th inst. the jury in the case of Schollenberger & Son against the American insurance company, of Newark, N. J., which has been on trial in the United States circuit court, at Philadelphia, before a jury for some days, returned a verdict for the plaintiffs of $2,558.83. This sum covers the full amount of the policy issued by the defendant on the leather manufactory at Oxford and Mascher streets, and includes interest. It is the test suit which will settle the payment of more than $60,000 held in various other companies. The defence set up was that the premises did not contain the amount of stock that was represented at the time of their destruction, and, consequently, the firm's loss was not so great as they alleged.

—In a report in the New York *Herald* of a coroner's inquest held on the body of George Mitchell, the third officer of the Cunard steamer Scythia, who committed suicide on Wednesday of last week, we find the following paragraph, which cannot fail to be interesting, if not instructive, to our British cousins:

> The man's life was insured, and, as he leaves a wife and family in Liverpool, the jury in their verdict agreed that the suicide was committed while Mitchell was laboring under a fit of temporary insanity.

The fact that Mitchell's life was insured, taken in connection with the other fact that he had a wife and family, would suggest, to ordinary minds, a conclusion quite different to that arrived at by the jury in this case. But, then, coroner's juries are not made up of ordinary men, nor is their impartiality always apparent in cases where insurance companies have interests involved.

—The case of Rinker against the Manhattan life insurance company, of New York, recently tried at Galveston, Texas, created considerable local interest. The suit was instituted to recover the amount of a policy on the life of plaintiff's husband, Selim Rinker, who was found dead in his office on the morning of June 18, 1877. There was no doubt that Rinker's death was caused by violence, but whether the act was committed by his own hand or that of another was the only real question involved in the case. If Rinker had committed suicide, the policy under its provisions would have become forfeited, while, if his life had been taken by another, the company's liability would stand. Rinker was found, lying on a lounge, his left hand resting on his stomach, and about eight or ten inches from his right hand—which was resting on the floor of the room—was a pistol with two barrels, one of which was empty; his head was punctured with something that passed through the brain, entering at the temple on the right side, and stopped in the left side by the skull, which showed an internal pressure upon it: he was divested of his hat and coat, which were suspended in the room. There was no evidence that any other person was present than Rinker when he was killed. The defendant introduced testimony which clearly proved that Rinker was in such a mental condition, brought about by his improper actions, as would suggest suicide. An effort altogether unsupported by tangible evidence was made by counsel for plaintiff to show that Rinker was murdered. Notwithstanding the testimony clearly indicated that the death resulted from self-destruction, the jury rendered a verdict for the plaintiff. The injustice of the verdict was so glaring that it has been set aside by the court and a new trial granted.

—A very sensible and timely circular has been issued by the president of the Boston Manufacturers' Mutual fire insurance company to managers of print works, dye works and bleacheries, calling their attention to the frequent fires and to some heavy losses that have occurred from the spontaneous combustion of black, brown, slate and pearl dyed woven fabrics and yarns, and the precautions that should be taken to prevent such fires.

—The St. John, N. B., *Daily News* supplies this agreeable piece of intelligence:

> A letter from Mr. Pike, general agent of the Stadacona insurance company, to Mr. W. W. Street, who has acted as the St. John agent of the company, announces that the last instalment of $75,000 of the sum due on the account of the St. John fire losses, has been forwarded to this city for payment to the several policyholders, through the Maritime bank. This company lost $330,000 by our great fire. Mr. Pike, at the meeting of the policyholders in this city, stated that the company would pay 25 per cent. cash with as little delay as possible. The balance would be paid in three, six and nine months, with 7 per cent. interest. The company has kept the promise made by Mr. Pike, and the public will be pleased to learn that the Stadacona intends to resume business all over the Dominion this year.

—The residents of the twenty-first ward, Brooklyn, N. Y., are agitating the question of extending the fire limits. Some short-sighted improvement obstructionists are opposing the movement.

—The use of self-propelling steam fire engines in Chicago is likely to be discontinued, owing to the noise they make and accidents caused by them. Of the three operated by the department, one has been withdrawn from service.

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FARRAGUT FIRE INSURANCE CO.,
No. 346 Broadway,
Branch Office, 184 Broadway.

NEW YORK, July 9, 1878.

The Board of Directors have this day declared a Semi-Annual Dividend of Five Per Cent.; also, an extra Dividend of Two and One-Half Per Cent., payable on demand.

SAMUEL DARBEE, *Secretary.*

TWENTY-FIFTH DIVIDEND.

Office of the
HOPE FIRE INSURANCE COMPANY,
167 Broadway.

The usual Semi-Annual Dividend of Five (5) Per Cent. is payable on demand.

LOUIS P. BAYARD, *Secretary.*

STANDARD FIRE INSURANCE CO.,
Office, 62 Liberty Street.

NEW YORK, July 9, 1878.

A Dividend of Three and a Half Per Cent. on amount of capital and reserve funds (equal to 6 23-100 per cent. on capital) is payable on demand.

WILLIAM M. ST. JOHN,
Vice-President and Secretary.

LAMAR INSURANCE COMPANY
OF NEW YORK,
184 Broadway, Cor. of John Street.

A Semi-Annual Dividend of Five (5) Per Cent. is payable on demand.

WM. R. MAC DIARMID, *Secretary.*

TWENTY-SIXTH DIVIDEND.

Office of the
AMERICAN EXCHANGE FIRE
INSURANCE COMPANY, 61 LIBERTY STREET,
New York, July 10, 1878.

A Dividend of Five Per Cent., out of the earnings of the past six months, has this day been declared, payable on demand.

WM. RAYNER, *Secretary.*

Knickerbocker Life Insurance Company.

RESULT OF EXAMINATION.

Assets as reported by Company, December 31, 1877		$6,564,257.28
From which the department deducts as follows:		
For cost value of Real Estate over appraised value, and Mortgages and Interest in excess of appraised value of property	$122,288.89	
For Premium Notes in excess of Reserve, Book Accounts, Furniture, Safe and Fixtures, Agents' Balances, Improvements on Real Estate, etc	66,850.94	
		189,139.83
Leaving admitted Assets, December 31, 1877		$6,375,117.45
As follows:		
Real Estate, including Company's Building	$1,243,970.00	
United States and State Stocks and Bonds	431,734.38	
Loans on Collaterals	25,000.00	
Bonds and Mortgages on Real Estate	1,909,653.14	
Cash in Company's Office	2,508.16	
Cash in Banks and Trust Companies (at interest)	78,185.24	
Premium Notes on existing Policies	2,324,044.04	
Accrued Interest and Rents, Uncollected and Deferred Premiums (net), and all other Assets	360,027.49	
		$6,375,117.45
Liabilities as computed by Department as follows:		
Net Premium Reserve	$5,726,913.00	
Unpaid Losses (including claims not yet due)	320,700.00	
Book Accounts, Liability for Surrender Values and Unpaid Dividends	12,351.81	
Premiums paid in Advance and all other Liability	23,565.69	
		$6,083,530.50
Surplus on Policyholders' Account		$291,586.95

INSURANCE DEPARTMENT.

ALBANY, June 19th, 1878.

The Superintendent reports that the examination of the Knickerbocker Life Insurance Company is finished; and that while the Company, under its former Presidents, was brought to a perilous condition, yet, under the control and subject to the anxious scrutiny of Mr. JOHN A. NICHOLS, its present President, it has steadily improved in the face and in spite of the difficulties which have surrounded it.

The Superintendent feels assured that the faithfulness, integrity and skill displayed by Mr. NICHOLS, during his presidency, will find their reward in the increased confidence of the policyholders of the Company.

JOHN F. SMYTH, *Superintendent.*

REPORT OF THE OFFICIAL EXAMINATION OF THE

METROPOLITAN LIFE INSURANCE CO.

BY THE INSURANCE DEPARTMENT OF THE STATE OF NEW YORK.

"No effort spared to protect the interests of Policyholders." "Careful and painstaking management." "In no instance has a flaw in the title, or a deficiency in value, been found." "Too much cannot be said in praise of the Company's investments." "Every step taken has been to render the security of the Insured beyond question."

INSURANCE DEPARTMENT, ALBANY, N. Y., February 18th, 1878.

The Superintendent having caused an examination of th METROPOLITAN LIFE INSURANCE COMPANY, of New York City, to be made, and which is now completed, submits the following as the result of the same:

To the present management of the Company the Policyholders are indebted for the solvent condition of their corporation. No effort has been spared by the President and Vice-President to protect the interest of the Policyholders, and every step taken by these officials has been to render the security of the insured beyond question.

The titles to each piece of property owned by and mortgaged to the Company have been examined by the authorities commissioned by the Department to perform this service, and reported upon to the Superintendent, while appraisers have carefully examined as to the value of these properties, and in no instance has a flaw in the title, or a deficiency in value, been found.

Too much cannot be said in praise of the Company's investments, exhibiting as they do careful and painstaking management, such as to render the future prosperity of the Company entirely secure.

All items of uncollected Premiums and Premium Notes and liens have been examined in detail, and seriatim lists of same are filed in the Department.

The following is a statement of the Company's condition on December 31st, 1877:

ASSETS.

Real Estate and Bonds and Mortgages	$1,000,200.00
Stocks, Bonds and secured Loans	518,143.82
Cash, liens on Policies, Interest, Rent and deferred Premiums	569,238.65
Total Admitted Assets	**$2,087,582.47**
Items not admitted—Agents Balances, Com. Comms, Furniture and Fixtures	$53,421.70.

LIABILITIES.

Premium reserve, unpaid losses and all other claims	$1,795,822.26
Surplus on basis of Admitted Assets	**$291,760.21**
Capital Stock	$200,000
Surplus on basis of Total Assets	**$345,181.91**

JOHN F. SMYTH, *Superintendent.*

First-class AGENTS wanted at all prominent points, to represent this progressive Company. The most popular plans before the public.

JOSEPH F. KNAPP, President.

JOHN R. HEGEMAN.....VICE-PRESIDENT. | STEWART L. WOODFORD.....COUNSEL.

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1851. THE 1877.

MASSACHUSETTS MUTUAL

LIFE

INSURANCE COMPANY,

SPRINGFIELD, ... MASS.

INCORPORATED 1851.

Assets, $6,421,777.04.

All Policies non-forfeitable by law of the State of Massachusetts.

E. W. BOND, *President and Treasurer.*
HENRY FULLER, JR., *Vice-President.*
AVERY J. SMITH, *Secretary.*
OSCAR B. IRELAND, *Actuary.*
DAVID P. SMITH, M. D., *Medical Examiner.*

TRAVELERS

LIFE AND ACCIDENT

INSURANCE COMPANY,

OF HARTFORD, CONN.

Cash Assets, Jan. 1, 1878,.....$4,453,000
Surplus, Mass. Standard . 1,225,000
Life Claims paid, over.... 1,150,000
Accident Claims paid, over 2,900,000

Grants everything desirable in LIFE or ACCIDENT INSURANCE, on the stock basis, with ample security, at low cash rates, giving a definite and liberal contract, and promptly paying all honest claims.

JAS. G. BATTERSON, President.
RODNEY DENNIS, Secretary.
JOHN E. MORRIS, Assistant Secretary.

New York Office, Tribune Building.

Boston Office.....Cor. State and Kilby Sts.
Philadelphia Office ....113 So. Fourth St.
Baltimore Office..... .....Sun Building.
Chicago Office .....177 & 179 La Salle St.
Cincinnati Office.....249 W. Fourth St.
St. Louis Office.....St. Louis Life Building.
Cleveland Office.....No. 2 Public Square.

THE SOUTHERN MUTUAL

LIFE

INSURANCE COMPANY,

OF KENTUCKY.

S. W. CORNER THIRD & JEFFERSON STS.,

LOUISVILLE.

J. B. TEMPLE,.....President.
L. T. THUSTIN,.....Secretary.
S. T. WILSON,.....General Agent.
E. D. FOREE,... .....Medical Director.

Under the management of a Board of Directors composed of some of the best business men of Louisville, subject to the rigid insurance laws of the state, requiring the safest investments. The Assets of the Company are nearly

$1,000,000,

of which the Surplus to Policy-holders is nearly **$150,000,** and both Assets and Surplus steadily increasing.

The management of the Company has been eminently conservative, keeping safety always in view, avoiding experiments and new-fangled plans alike dangerous to a Company and disappointing to Policy-holders. The death-rate has been favorable, and the distribution of Surplus has been annual, regular and equitable.

Agents of good character for integrity, business tact and energy wanted.

North German Fire

INSURANCE COMPANY,

OF HAMBURG, - - GERMANY.

STATEMENT

Showing the Condition of the Company January 1st, 1878.

Guaranteed Capital, (paid in or secured by Stockholders' Notes in hands of the Company)	$1,125,000.00
Called in and Paid Up Capital	$225,000.00
Reserve for all Liabilities (including Reinsurance)	120,915.40
Net Surplus (over all Liabilities, including Capital Stock and Reinsurance Reserve	114,375.00
Cash Assets	$460,290.40

DEPOSITED WITH THE NEW YORK INSURANCE DEPARTMENT, **$270,000, U. S. Bonds.**

UNITED STATES BRANCH,

No. 202 Broadway, - - New York,

C. KUHL, MANAGER.

A. F. RICHARDS..... ...ASSISTANT MANAGER.

THE

NEW ENGLAND

MUTUAL LIFE INS. CO.,

Corner of Milk and Congress Streets,

BOSTON.

Accumulation $14,466,920.53

Annual returns of Surplus made upon the anniversary of Premiums falling due.

BENJ. F. STEVENS.....President.
JOS. M. GIBBENS.....Secretary.
W. C. WRIGHT..... ....Actuary.
DWIGHT FOSTER ....Counsel.

Chartered in 1811.

ALBANY

INS. CO., ALBANY, N. Y.

Capital	$200,000.00
Reserve for Reinsurance	33,808 42
Net Surplus	178,811.31
Total Assets, January 1, 1878	$412,619 73

HARMON PUMPELLY,.....President
J. HOWARD KING,... .....Vice-President
THEODORE TOWNSEND..... ..Secretary.
JOHN W. McHARG,... ....Ass't Secretary.

Agent in New York,
EDWARD A. WALTON,
At Office of the Citizens' Ins. Co.,
No. 156 Broadway.

WATERTOWN

FIRE

INSURANCE COMPANY.

WATERTOWN, N. Y,

Insures Residence Property Against FIRE AND LIGHTNING.

January 1, 1877.

Cash Capital...	$200,000.00
Cash Assets.....	725,819.08
Reinsurance Fund.....	433,602 72
Net Surplus.....	64,754.72

HON. WILLARD IVES,.....President.
U. S. GILBERT,.....Vice-President.
JESSE M. ADAMS,.....Secretary.
C. H. WAITE,..... ...General Agent

NEW YORK OFFICE,
81 Cedar Street,
SATTERLEE & SMITH, AGENTS.

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NIAGARA FIRE INS. CO.

201 Broadway, New York.

STATEMENT OF ASSETS, JANURAY 1ST, 1878.

Capital Stock	$500,000
Liabilities, including Reinsurance	418,249
Net Surplus	450,330
Total Assets	$1,368,579

28 Years' Practical Experience.

Central Department—For States of.....Ohio, Indiana, Kentucky, Tennessee and West Virginia. *Messrs. SNIDER & LINDSEY, Managers*.....*CINCINNATI, OHIO.*

Northwestern Department—For States of Illinois, Wisconsin, Minnesota, Iowa, Missouri, Nebraska, Kansas and the Territories. *Messrs. BEVERIDGE & HARRIS, Managers, CHICAGO.*

L. R. MORRIS, Manager.....State of Michigan.

Losses promptly adjusted by General Agents, and paid by their drafts on the Company.

P. NOTMAN, Vice-President and Secretary. HENRY A. HOWE, President.

SCOTTISH COMMERCIAL

INSURANCE COMPANY,

Of Glasgow, Scotland.

Total Assets in the United States (of which $560,000 are in Government Bonds)	$719,115
Reserve for Reinsurance and all other Liabilities	368,577
Net Surplus	$350,538

[Home Office Statement for 1877 not yet filed.]

United States Branch Office, Nos. 40 and 42 Pine Street, New York.

E. W. CROWELL, W. T. READ,

Joint Resident Managers.

Western Department, St. Louis, Mo., WM. R. KERR, General Agent.

ROYAL CANADIAN

Insurance Company, Montreal, Canada.

ANDREW ROBERTSON, PRESIDENT. Hon. J. R. THIBAUDEAU, VICE-PRESIDENT.

ARTHUR GAGNON, SECRETARY.

C. F. SISE, Boston.....Resident Manager for United States.

WM. HUGHES, Manager, 181 Broadway, New York.

JOHN NAGHTEN, General Agent, Chicago, Illinois.

J. A. RIGBY, General Agent, Baltimore, Md.

DOUGLAS WEST, Manager, New Orleans, La.

W. J. CALLINGHAM & CO., General Agents, San Francisco, Cal.

ESTABLISHED 1840. CHARTER PERPETUAL.

Lycoming Fire Ins. Co.

OF MUNCY, PA.

W. P. I. PAINTER.....President.

HENRY ECROYD.....Vice-President.

JAS. M. BOWMAN.....Secretary.

W. H. H. WALTON.....Treasurer.

A. E. MOORE, Manager Eastern Department - 161 Broadway New York.

Incorporated 1849. Charter Perpetual.

SPRINGFIELD

Fire and Marine Ins. Co.,

SPRINGFIELD, MASS.

ANNUAL STATEMENT,

JANUARY 1st, 1878.

Cash Capital all paid in	$750,000.00
Reserves for all Liabilities, including Reinsurance	596,389.75
Net Surplus	289,639.96
Total Assets	$1,636,029.71

DWIGHT R. SMITH.....President.

SANFORD J. HALL.....Secretary.

ANDREW J. WRIGHT.....Treasurer.

New York Agency, 150 Broadway,

BIGELOW, COIT & PECK, AGENTS.

Western Department, Chicago, Ill.,

A. J. HARDING, GENERAL AGENT.

ÆTNA

LIFE

INSURANCE COMPANY,

Hartford, Conn.

Assets, Jan. 1, 1878, $24,141,175.70

T. O. ENDERS, PRESIDENT.

W. H. BULKELEY,.....VICE PRESIDENT.

J. L. ENGLISH.....SECRETARY.

H. W. ST. JOHN,.....ACTUARY.

G. W. RUSSELL, M. D., CONSULTING PHYSICIAN.

J. C. WEBSTER,.....SUP'T OF AGENCIES.

The ÆTNA issues policies on all plans in general use, at unusually low cash rates, with annual cash dividends. It also issues RENEWABLE TERM POLICIES on a plan originally introduced by this Company, which furnishes insurance at the *smallest possible outlay of money*.

All policies non-forfeiting by their terms.

Desirable agencies can be obtained by applying to the Company's General Agents, or to the Home Office.

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THIRTEENTH ANNUAL STATEMENT, JANUARY 1, 1878, OF THE

ST. PAUL FIRE AND MARINE INS. CO.

C. H. BIGELOW, President. CHAS. A. EATON, Secretary.

ASSETS.

Cash Capital	$400,000.00
Surplus	458,056.42
Total Assets	$858.056.42

LIABILITIES.

Capital	$400,000.00
Reinsurance Reserve	280,905.66
Unadjusted Losses	16,980.50
Commissions unpaid	7,994.18
Net Surplus	152,176.08
	$858,056.42

Losses paid since organization of Company, $2,193,946.08.

New York Office, 179 Broadway, at Office of the German-American Ins. Co.

John Hancock

MUTUAL LIFE INS. CO.,

BOSTON, MASS.

GEORGE THORNTON.....President.
SAMUEL ATHERTON.....Vice-President.
GEO. B. WOODWARD.....Secretary.
CHAS. G. WOOD.....Treasurer.

ASSETS.

State, City & Corporate Bonds & Loans	$271,000.00
National Bank Stocks	35,500.00
Railroad Bonds and Loans	443,000.00
Loans on Mortgages	1,494,395.00
Loans on Collateral	48,050.00
Premium Notes	303,404.27
Bills Receivable	2,248.81
Loans on Personal Security	1,500.00
Agents' Balances	10,235.08
Commuted Commissions	1,865.91
Cash in hand and in Banks	16,882.35
Real Estate, owned by the Co., cost	113,621.44
	$2,671,702.86
Deduct depreciation from cost of Real Estate	4,263.93
	$2,667,438.93
Also:—	
Interest due and accrued	$67,572.04
Rents due	1,960.78
Excess of Market Value of Investments over par	28,680.00
Outstanding Premiums on Policies in force, on which a liability was calculated, Dec. 31, 1877 $70,824.69	
Less loading 20 per cent 14,164.94	56,659.75
Gross Assets, Dec. 31, 1877	$2,822,311.50

LIABILITIES.

Net Value of Outstanding Policies (Massachusetts standard, 4 per cent.)	$2,510,290.49
Losses Due and Unpaid	7,715.00
Losses Outstanding, not yet due	24,255.00
Matured Endowments, due and unpaid	640.00
Premiums paid in advance	1,465.23
Dividends due and unpaid	11,908.41
Rents due and unpaid	1,000.00
Total Liabilities, Dec. 31, 1877	$2,557,274.13
Surplus as regards Policyholders (Mass. standard, 4 per cent.)	$265,037.37
Policies issued in 1877, 1,232, insuring	2,609,647.00

NATIONAL LIFE

INSURANCE COMPANY,

Of the United States of America.

WASHINGTON, D. C.

CHARTERED BY CONGRESS.

Cash Capital, - - $1,000,000

Assets, Jan. 1st, 1878 ..... *$4,023,362.94*

Surplus, Jan. 1st, 1878 ..... *1,300,814.83*

All this Surplus is security additional to the Reserve, which is calculated on a 6 per cent. basis.

Ratio of Assets to Liabilities ..... *148 per cent.*

THE LARGEST CAPITAL OF ANY LIFE INSURANCE COMPANY IN THE WORLD.

Perfect Security. Low Rates of Premiums. Definite Contracts.

OFFICERS.

EMERSON W. PEET.....President and Actuary.
J. ALDER ELLIS.....Vice-President.
JOHN M. BUTLER.....Secretary.
SAMUEL M. NICKERSON, Chairman Finance and Executive Committee.

J. W. BRAZIER, Manager,

155 BROADWAY.....NEW YORK.

PIEDMONT & ARLINGTON

LIFE INSURANCE COMPANY,

RICHMOND, VA.

Accumulations, - - $2,000,000

D. J. HARTSOOK,.....President.
JOHN E. EDWARDS,.....Vice-President.
J. J. HOPKINS,.....Secretary.
B. C. HARTSOOK,...Assistant Sec'y and Cashier.
PROF. E. B. SMITH,.....Actuary.
DR. C. H. SMITH.....Medical Examiner.
W. C. CARRINGTON..Counsel and Legal Adviser.
H. C. DESHIELDS,.....Sup't Agencies.
L. S. EDWARDS.....Gen'l Agent Home Office.

NORTHERN

Insurance Company,

WATERTOWN, N. Y.

JANUARY 1ST, 1878.

Assets	$377,814 63
Capital Stock paid in	250,000.00
Net Surplus over all Liabilities, including Reinsurance Reserve	37,678.65

G. LORD.....President.
W. W. TAGGART.....Vice-President.
A. H. WRAY.....Secretary.

AGRICULTURAL

INSURANCE COMPANY,

WATERTOWN, N. Y.

Assets, January 1, 1878		$1,103,070.56
Liabilities, including Capital, unpaid losses and Reinsurance	$901,130.59	
Surplus	201,939.97	$1,103,070.56

Has been doing business over twenty-four years under the same official management.

INSURES

Dwellings and Farm Property only.

BRANCH OFFICE,

163 BROADWAY,.....NEW YORK.

JOHN A. SHERMAN, President.
E. F. CARTER, Vice-President.
ISAAC MUNSON, Secretary.
H. M. STEVENS, Assistant-Secretary.
H. DEWEY, General Agent.

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NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY,

OF MILWAUKEE, WIS.

ASSETS, January 1st, 1878, $18,173,256.90.

SURPLUS. (OVER 4 PER CENT. RESERVE,) - - - - - - - $2,789,236.52.

For Each of the past four years (1874, 1875, 1876 and 1877) its interest receipts have exceeded its entire death losses and working expenses. This showing is unparalleled in the history of Life Insurance.

H. L. PALMER, President. MATTHEW KEENAN, Vice-Pres't. EMORY McCLINTOCK, Actuary. WILLARD MERRILL, Secy.

J. S. GAFFNEY, Superintendent of Agencies Eastern Department, 160 FULTON STREET, NEW YORK.

New York City

INSURANCE CO.,

No. 100 Broadway, New York.

Cash Capital	**$300,000.00**
Reserved for Reinsurance and all other Liabilities	104,429.95
Net Surplus	43,002.32
Gross Assets	**$447,432.27**

Of which over $400,000 are invested in U. S. Government Bonds, Registered.

RICHARD L. FRANKLIN.....President.
JOHN W. SIMONSON.....Vice-President.
WM. M. RANDALL.....Secretary.

AMERICAN

LIFE

Insurance Company,

WALNUT ST., S. E. COR. FOURTH,

PHILADELPHIA.

Assets, Jan. 1, 1878, - $4,208,228.86

GEORGE W. HILL.....President.
JOHN S. WILSON.....Secretary.

FAIRFIELD FIRE INS. CO.

South Norwalk, Conn.

Cash Capital	$200,000.00
Cash Assets, January, 1878	313,018.41
LIABILITIES.	
Reinsurance and all claims	$74,530.73
Net Surplus	38,487.68

W. S. HANFORD.....President.
H. R. TURNER.....Secretary.

T. S. TRUAIR, GENERAL AGENT, Syracuse, N. Y.
A. T. SMITH, GENERAL AGENT, 156 La Salle Street, Chicago, Ill.

RECEIPTS AND DISBURSEMENTS OF THE

CONNECTICUT MUTUAL LIFE

INSURANCE COMPANY, OF HARTFORD, CONN.,

From date of Organization, Dec. 15, 1846, to Dec. 31, 1877.

Dr.		*Cr.*	
To Premiums received	$100,718,148.21	By payments to Policyholders for claims by death and matured endowments	$28,931,197.15
Interest and Rents received	26,750,962.79	Surplus Premiums and Interest returned	32,817,070.51
Balance profit and loss	22,364.86	Surrendered and lapsed Policies	7,172,943.51
			$68,921,211.17
		By payments for expenses:	
		Commissions to Agents	$8,312,709.01
		Salaries of all officers, clerks, etc.	910,126.40
		Medical examiners' fees	965,195.58
		Printing, stationery, rent, postage, exchange, advertising, and sundry charges	1,127,041.15
			10,715,072.14
		By payments for taxes	2,783,108.98
		Balance, net Assets, December 31, 1877	45,072,083.57
	$127,491,475.86		$127,491,475.86

Ratio of Expenses to Receipts in 1877, . . . 7.14 per cent.

JACOB L. GREENE, - - President.

JOHN M. TAYLOR.....SECRETARY. | DANIEL H. WELLS.....ASS'T SECRETARY.

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THE MUTUAL LIFE INSURANCE CO.

OF

NEW YORK,

140 to 146 Broadway.

F. S. WINSTON, ... President.

ASSETS JANUARY 1st, 1878, OVER

EIGHTY-FIVE MILLIONS OF DOLLARS.

RICHARD A. McCURDY, VICE-PRESIDENT.

ROBT. A. GRANNISS, 2d Vice Pres't. ISAAC F. LLOYD, Secretary. G. S. WINSTON, M. D., } Medical Exam'rs.
W. H. C. BARTLETT, LL.D., Actuary. O. H. PALMER, Solicitor. W. R. GILLETTE, M. D., }

CONTINENTAL INS. CO.

100 AND 102 BROADWAY, NEW YORK.

STATEMENT, JANUARY 1, 1878.

Cash Capital, paid up	$1,000,000.00	
Liabilities—Reinsurance of outstanding risks	983,060.21	
Reported losses, unclaimed dividends, etc	224,363.07	
NET SURPLUS	966,510.03	
		$3,173,933.31
ASSETS.		
Cash in Banks and on hand	$183,411.64	
Loans payable on demand (market value of securities, $502,456.25)	402,460.00	$585,871.64
Loans on Bonds and Mortgages (first liens on Real Estate worth $2,010,725)		633,000.00
United States and State Stocks	$767,882.50	
New York Bank and other Stocks	304,810.00	
Real Estate owned by Company	699,800.00	
Premiums due and unpaid, and balances in the hands of Agents	147,237.22	
Interest and Rents due and accrued	35,331.95	1,955,061.67
TOTAL ASSETS		$3,173,933.31

GEO. T. HOPE, President. **H. H. LAMPORT, Vice-President.**

CYRUS PECK, Secretary. B. C. TOWNSEND, Sec. Agency Dept. A. M. KIRBY, Sec. Local Dept. J. K. OAKLEY, Gen. Agent.

BROOKLYN LIFE INSURANCE CO.

Nos. 320 & 322 BROADWAY, NEW YORK.

ASSETS, ... $2,096,404.79

OFFICERS.

WM. M. COLE, ... PRESIDENT. | WILLIAM DUTCHER, ... SECRETARY.
WM. H. WALLACE, ... VICE-PRESIDENT. | D. P. FACKLER, ... CONSULTING ACTUARY.
DANIEL AYRES, M. D., LL. D., ... MEDICAL DIRECTOR.

The only Company in the country which guarantees definite Cash Surrender Values in case a Policy is forfeited for non-payment of Premiums.

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The Chronicle.

A Weekly Insurance Journal.

VOL. XXII., No. 3. OFFICE, 145 BROADWAY. | NEW YORK, THURSDAY, JULY 18, 1878. | J. J. W. O'DONOGHUE, Editor.

The State Board Movement.

Marked progress is being made in the work of establishing or reorganizing state boards of fire underwriters. Already boards have been organized in South Carolina, Georgia, Alabama, Tennessee, Texas, Wisconsin and Minnesota. The chief objects which these organizations have in view, as stated in a recent issue of THE CHRONICLE, is the establishment of an adequate tariff of rates and to promote decent practices in the business of fire under writing. The stockholders and officers of fire insurance companies cannot be less desirous to see these objects attained than the men in the field, who have undertaken to accomplish the task.

By the ignominious failure of the National Board to maintain its position on the question of rates, the business throughout the country was thrown into disheartening confusion. The well tried and trusted agents of companies, whose practices were above criticism, were forced into a fight where all the advantages, for the time being, were on the side of their reckless and unprincipled opponents. It is needless to say that this discreditable warfare has continued without any appreciable interruption to the present time.

The better class of agents—the men who have devoted their lives to the study and honorable practice of their profession—have become heartily tired of this warfare, in which they as well as their principals cannot fail to be losers. It is some of these men who have conceived the idea that by organizing state and local boards the business upon which they depend for subsistence may be rescued from the chaotic condition into which it has been plunged. But in their earnest efforts to attain this commendable object they should act cautiously, and not attempt to achieve too much. For instance, it will be an easy matter to impose a penalty on a delinquent member, but to enforce a penalty without the aid and sanction of the company represented by the offending agent is apt to be fraught with much difficulty.

We call attention to this difficulty particularly because of some of the penal conditions contained in the constitution and by-laws of the Minnesota state board, elsewhere printed in this paper. While contending that the companies should unhesitatingly encourage the organization of state boards, we consider that the adoption of a constitution and by-laws so rigid and exacting as those referred to may tend to retard, rather than hasten, the establishment of adequate rates. Rules and regulations for the guidance and discipline of members are most essential; but we think less restrictive ones than those referred to would be more likely to promote harmony and insure success.

The present situation in fire underwriting is not an easy one to master, and the agents are moving in the right direction to surmount the difficulty in forming local and state boards; but they cannot be too careful in their movements, so that they may avoid the rocks and quicksands that are strewn in their path.

The Charter Oak Life Insurance Company.

If the statement of the Charter Oak life insurance company recently issued to its policyholders does not bring with it complete satisfaction, it certainly bears the hopeful tidings that the storm has passed and that the "brave old oak" still survives. Assailed from within and without its own citadel, this company has been forced through an ordeal which would have shaken from dome to foundation the staunchest financial institution in the land; but the day of infidelity in the company's own household has passed away, and the assaults of sensational newspapers have wholly ceased.

A few months only have elapsed since peace was restored to the Charter Oak life. During this time new officers were placed upon guard, and once more hopeful prospects present themselves to the policyholders of the company.

The many changes in government to which the company during the past few years was subjected, rendered the condition of its affairs difficult to investigate. Considerable time was therefore necessary, after the retirement of the Jewell management, for the officers, who were elected *pro tem.* by their fellow policyholders, to discover the real condition of the company. It was generally understood that if this condition was not such as would inspire confidence in the future of the company, George M. Bartholomew would not accept the position of permanent president. It was, therefore, to be expected that when Mr. Bartholomew announced his acceptance of the presidency confidence would be established. That expectation has been fully realized, and the company is at last in a fair way of at least regaining what it has lost.

The new board of directors at their first meeting instructed the secretary to balance the books of the company as of April 18th, and a committee was appointed to audit the books and accounts and ascertain accurately the condition of the company. A condensed exhibit from the books, verified by the committee referred to, shows the ledger assets on the date mentioned to amount to $11,893,615.93. Deducting from this sum the Allen, Stephens & Company's blanket mortgage debt and all other doubtful debts due to the company, $8,973,962.91 worth of unquestionably good assets still remain. The liabilities of the company, as presented in the statement, include the full liability on all policies not yet reduced by the scaling agreement, the liability on all policies, the non-forfeiture of which was protected by the amended charter, and every just claim that can arise under any outstanding policy. After providing for these liabilities there is a surplus of $102,269.57. When the policyholders who have withheld their consent from the scaling agreement recognize the injustice which would be done to the other policyholders by complying with their demands, and submit to be placed upon an equal footing with their fellow policyholders, this surplus will be considerably increased. Besides, as all the assets excluded by the new management from those which are of unquestionable value are not wholly valueless, an increase in the surplus from this source may also be expected.

Thus, the Charter Oak life emerges from its sea of trouble to

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extend its sheltering branches to the widowed and fatherless. Thus, the life insurance world, and Hartford in particular, are saved the painful humiliation of witnessing the wreck and ruin of an institution whose history is crowded with the record of good deeds. And upon George M. Bartholomew and his trusted lieutenants, including the secretary, Halsey Stevens, now depend whether that glorious record shall be clouded by the results of mismanagement, or whether it shall be made more glorious still by the work of industrious, prudent and honest hands.

Flouring Mill Risks.

In an article from the *American Miller*, printed elsewhere in this paper, an effort is made to justify the extraordinary action of the National Millers' Association touching the disastrous mill explosion at Minneapolis. At the annual convention of the association the committee upon insurance presented a report which contained some wholesome truths drawn from the circumstances surrounding, and the consequences attending, that explosion. These truths the convention unanimously resolved to exclude from the report because, as a Michigan delegate remarked, "it would be very damaging to allow it to go out from this convention that mill dust is explosive." To thus attempt to suppress truths, with which every intelligent man is acquainted, was an utterly absurd proceeding. Such action could not possibly deceive any one except, perhaps, the members of the "National Millers' Association."

We are pleased to notice, however, that the *American Miller* is sufficiently courageous to admit that "of course every mill contains flour dust, and flour dust will explode under certain conditions"; but these "certain conditions," it says, "are wanting in the great majority of mills in the land." It claims that "there are something like 25,000 mills in this country, and yet, since colonial times to the present day, not a dozen mills have been destroyed through the agency of flour dust."

We will concede that the "certain conditions" which led to the explosion in the Washburn mill "A" may not be present in all the mills in this country. Such conditions are certainly not present in each and every one of the 25,000 mills alluded to, many of which are not menaced by the dangers that attend the operations of modern mill machinery. Many of them are small grist mills, whose owners are perfectly innocent, for instance, of the introduction of the French purifier. It is not in the small, primitively worked flouring mill that the "certain conditions" for a similar disaster to that at Minneapolis are to be found. It is in the largest and best mills in the country—mills, one of which would perhaps equal in value fifty of those which swell the aggregate to 25,000—that the dangerous elements lurk. The Washburn mill "A" was A1 in this latter class. It was a substantial stone structure. The best talent in flouring mill architecture was retained to secure stability and strength in its construction. Money was lavishly expended in the purchase of the most "improved" modern machinery. In fact everything was done to make the establishment the most complete of its class in the country. Regularity to a high degree was observed in its management. No trace of a moral hazard could be found, the owner being a man of wealth and national repute. Disregarding the fatal dust it would be impossible to find a more acceptable flouring mill risk than this one was at any time before the explosion. But the deadly dust, whirled as it was into the atmosphere of the building by French purifiers, made the risk absolutely uninsurable.

Referring to the accumulation of this dust A. W. Spaulding, one of our most able adjusters, in an article upon the disaster alluded to, says:

Underwriters can best realize the extent of this dust accumulation by stating that thirty-two of these (French) purifiers were in use upon one floor, and the *workmen were compelled to wear a sponge over their mouths and noses* when in the room, and the sponge had to be *cleaned every hour*.

In the presence of this accumulated dust there was only one condition necessary to cause the explosion. A flame from an open light, or a spark from the running belts, or from the friction of the flinty millstones, or from some other source, coming in contact with this dust would necessarily cause an explosion, and that it was thus caused in the Washburn mill there can be but little, if any, doubt.

It is quite true that in all flouring mills this dust does not accumulate so rapidly as it did in the Washburn mill. But if "all mills contain flour dust," with which an electric spark or a flame from an open light can possibly come in contact, then, clearly, "all mills contain within themselves," in a greater or lesser degree, "the elements of their own destruction." It is hardly necessary that the public mind should be, in the language of the *Miller*, "whipped into a foam" to establish this palpable fact.

So long as this dust is permitted to accumulate, and so long as no practical means are taken to convey it outside the building into the open air, just so long should underwriters exercise the closest care in assuming risks on flouring mills. We readily admit that "millers are quite as willing as other men to do what is right"; but underwriters would be doing what is manifestly wrong if they did not provide by increasing their rates against the consequences of disasters similar to that at Minneapolis. Flouring mill risks have not been profitable to insurance companies in the past, nor are they likely to be profitable in the near future unless the companies charge a rate commensurate with the elements of destruction which surround them.

Minnesota Association of Local Underwriters.

The fire insurance agents of Minnesota held a meeting at Minneapolis on the 26th ult., at which the following constitution and by-laws were adopted:

CONSTITUTION.

ARTICLE I. This association shall be known as the Minnesota Association of Local Underwriters.

ART. II. The object of this association shall be to promote the interests of each and every fire insurance company and agent doing business in this state, to secure harmony and correct practices between the local agents, and to secure and maintain an adequate and uniform tariff of rates.

ART. III. The officers of this association shall be a president, three vice-presidents, secretary and treasurer, all of whom, except the secretary, shall be elected by this association at the annual meeting, and shall hold their respective offices and perform the duties pertaining thereto for one year and until their successors are elected, unless sooner removed for sufficient cause.

The secretary of this association shall be elected by the executive committee, and shall perform the duties of his office under the direction and control of said committee; and he shall not be connected with any agency, either as partner, solicitor, broker, clerk, or in any other manner.

ART. IV. At each annual meeting of this association an executive committee, composed of the president and eight members, shall be elected, whose duties shall be to take supervision and charge of all business of the association when the same is not in session, and to examine, without delay, into any cases referred to them of alleged violation of the constitution, by-laws or rules of this association, or of any of its branches, and to impose the penalty for such violation as may be prescribed in accordance with the by-laws. The committee are empowered o fill any vacancy that may occur among their number.

ART. V. Every regular commissioned agent residing in the state of Minnesota, engaged in the fire insurance business, may become a member of this association upon the payment of an initiation fee of one dollar for each company represented by him, and signing the constitution and by-laws.

No annual dues shall be required of any member.

ART. VI. The annual meetings of this association shall be held on the fourth Wednesday of June of each year, at such place as may be designated by the executive committee.

Special meetings may be called by the executive committee at such times and place as may by them be deemed necessary.

ART. VII. There shall be established in every place in this state where one or more members of this association reside or do business, local branches of this association, which branches shall strictly adhere to the constitution, by-laws and rules of this association,

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ART. VIII. Each agency of this association shall be entitled to one vote upon all questions coming before the association, either by the agent thereof or by properly authorized proxy, which proxy shall be from the same town, and shall be either a member of this association or an employé in the office of any of the members of said agency.

ART. IX. Each branch of this association shall have the power to establish its own local tariff of rates and such rules and regulations as may be suited to its own requirements, not in conflict with the constitution, by-laws and rules of this association, or a minimum tariff of rates adopted by this association.

ART. X. No member of this association shall represent any fire insurance company which is represented in this state by any agent or agents not members of this association.

ART. XI. Every member signing this constitution binds himself solemnly as a man to carry out implicitly, without evasion of any sort, all the requirements of this instrument, and to abide by all its rules and regulations, together with any amendment that may hereafter be adopted.

ART. XII. This constitution may be altered or amended at any regular or special meeting of this association by a two-thirds vote of the members present.

BY-LAWS.

ARTICLE I. Any agent having complaint to make of violation of rates or rules of this association, or of any local board, shall make such complaint in writing to the secretary of this association, who shall forthwith send a copy of such complaint (except the name of the party making it) to the party accused, who shall immediately, under oath, make answer to the charges, and send the same to the secretary, who shall send a copy of such answer forthwith to the party making the complaint.

If the complainant is satisfied then the case will be dropped, but if not, then the secretary shall notify the executive committee, who shall prescribe the mode of trial and manner of proof, and determine the subject of inquiry in such manner as to them may be just and equitable.

In case no answer is made under oath, as provided, by the party accused, it shall be accepted as evidence of guilt, and the executive committee shall pass upon it and impose the penalty, as provided by these by-laws.

If upon thorough investigation the executive committee shall find said member guilty of the offence alleged, they shall impose a penalty, which the secretary shall immediately communicate to the party accused, and also to the company implicated in the offence committed.

The least reparation for any offence that shall be accepted by said executive committee shall be the cancellation of the policy, renewal, or certificate, and a fine of not less than five and not exceeding one hundred dollars.

ART. II. In case any member is found guilty of the offence alleged, according to article I. of these by-laws, and refuses or fails upon proper request to make the reparation, the insurance company in which the risk upon which the case arises is placed shall be notified by the secretary of such refusal or neglect on the part of the agent, and request said company to require of said agent strict compliance with the decision of said executive committee, and in case said agent does not comply, to withdraw their company from him.

If the said company then refuses or neglects to remove said agent, the secretary shall notify every member of this association representing said company of the facts, and each of said members shall immediately cease to write, place or renew any risks in said company, until notified by the secretary that the matter has been properly adjusted

ART. III. The executive committee shall have the power to make and enforce any rules which they deem proper for the government of this association or its members, not inconsistent or in violation of the constitution or by-laws.

ART. IV. The executive committee are authorized to elect a secretary of this association, with such compensation as in their judgment seems proper and just. Also, to allow a reasonable compensation to any member of said committee for time and expenses incurred in attending to any duty required by said committee, not including attendance to any regular meeting of the committee.

ART. V. The treasurer of this association shall give bonds, with sureties to be approved by the executive committee, in the sum of one thousand dollars, payable to the president of the association or his successor in office, for the proper performance of his duties and acts as such treasurer. He shall pay no money to any person whatever, unless said person shall present a voucher therefor approved by at least two of said executive committee, and the order for the payment thereof countersigned by the president.

The treasurer shall keep a correct account of all moneys received and disbursed by him, and make a detailed report of same at each annual meeting, or oftener if requested.

His books shall be open for the inspection of any member of this association at any and all times.

ART. VI. These by-laws may be altered or amended at any regular meeting of this association by a majority vote of the members present in favor thereof.

√ Life Insurance Returns.

From the Insurance Journal, Hartford.

The official figures of the life insurance companies for 1877 are now all in, and arranged and tabulated, and we present below our annual table of policies in force, insurance outstanding, total premium receipts, total payments to policyholders, and investments, less capital stock, of twenty-six of the leading companies. This year we drop two companies, the Charter Oak and the Universal, no statements having been made by either of them. We hope to be able to return the Charter Oak to its place next year, if the state of Connecticut quits fooling with it:

NAME OF COMPANY.	Number of Policies in Force January 1, 1878.	Amount of Insurance Outstanding January 1, 1878.	Total Amount, Cash & Note, Received for Premiums, From Organization to January 1, 1878.	Total (Cash and Notes) Paid Policyholders.	Amounts Invested for Policyholders, Jan. 1, 1878.	Capital Stock.
Ætna, Hartford, Conn.	55,698	$82,719,074	$56,183,971	$34,846,100	$22,991,176	$150,000
Berkshire, Pittsfield, Mass.	5,354	11,653,069	6,294,830	3,214,567	3,278,505	25,500
Brooklyn, New York.	3,762	8,604,318	6,510,171	3,465,043	2,073,241	125,000
Connecticut Mutual, Hartford, Conn.	66,252	178,280,635	100,718,148	68,921,211	47,557,283	Mutual.
Continental, Hartford, Conn.	9,594	11,499,777	8,001,529	3,574,548	2,931,865	300,000
Germania, New York.	19,650	32,817,295	16,462,732	8,483,838	7,878,983	200,000
Globe Mutual, New York.	10,337	18,053,716	11,287,827	5,631,870	4,244,404	100,000
Home, New York.	8,425	16,800,407	10,405,467	5,962,300	4,680,626	125,000
John Hancock Mutual, Boston, Mass.	7,390	14,295,279	7,001,089	3,955,190	2,836,476	Mutual.
Knickerbocker, New York.	8,467	17,991,753	26,006,636	18,025,212	6,569,636	100,000
Life Association of America, St. Louis, Mo.	10,289	23,024,001	14,998,908	9,079,354	3,145,511	Mutual.
Manhattan, New York.	12,031	36,318,549	23,478,116	14,736,156	9,953,639	100,000
Massachusetts Mutual, Springfield, Mass.	13,983	31,872,147	14,337,724	8,162,771	6,288,853	Mutual.
Metropolitan, New York.	11,950	16,586,814	6,729,087	3,307,707	1,996,988	200,000
Mutual Benefit, Newark, N. J.	42,796	126,193,045	74,012,101	52,000,134	34,384,957	Mutual.
Mutual, New York.	91,558	294,488,311	180,585,987	121,146,558	85,083,318	Mutual.
National, U. S. A., Chicago, Ill.	9,569	18,558,889	7,088,682	2,729,142	3,081,547	1,000,000
New England Mutual, Boston, Mass.	20,043	58,438,077	34,506,947	24,173,863	14,907,105	Mutual.
New York, New York.	45,605	127,901,887	73,891,722	42,340,878	34,957,251	Mutual.
Northwestern Mutual, Milwaukee, Wis.	34,766	64,416,847	31,669,299	17,074,863	18,248,734	Mutual.
Penn Mutual, Philadelphia, Pa.	10,905	30,757,072	12,594,061	8,867,738	6,299,292	Mutual.
Phœnix Mutual, Hartford, Conn.	25,479	43,898,966	26,585,692	14,654,352	10,946,615	100,000
Travelers', Hartford, Conn.	11,008	18,690,188	4,335,663	1,240,312	3,221,245	600,000
Union Mutual, Maine.	18,131	34,381,818	21,478,436	13,111,228	7,909,607	Mutual.
United States, New York.	11,080	21,641,192	12,724,921	8,178,776	4,613,134	250,000
Washington, New York.	10,229	23,127,543	11,177,430	5,401,935	5,275,890	125,000
Totals.	574,346	$1,362,955,664	$798,957,121	$502,285,646	$356,245,381	$3,500,500

The companies included in this table hold most of the life insurance of the country. One company, the Equitable, with $160,000,000 of outstanding insurance, should have a place in the table, but we have been unable to secure correct returns from the officers, and, after two years of trial, have felt reluctantly compelled to drop it from the list.

One may as well take first what comes first, and what seems to be the most unpleasant fact connected with the business of 1877—the loss of insurance. These companies show a decrease in number of policies of 32,376, and in amount insured of $80,671,000. The loss in number of policies is not quite so great in proportion as the loss in amount insured. The policy loss amounts to 5.33 per cent., while the loss of insurance is 5.59 per cent. The average amount of policies has declined from $2,463 in 1876, to $2,395 in 1876, and $2,373 in 1877. This is due to two causes: the smaller average of new policies, and the large number of paid-ups. The average of the policies written 1876 was $2,350, nearly up to the average of policies in force, while in 1877 the average of those written was $2,176.

These tables were begun, however, for the purpose of meeting what was, a few years ago, a great and popular charge against life insurance companies—that of the enormous sums annually re

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ceived in premiums very little was ever paid back to policyholders. We believe the figures have done more to silence that clamor than any other one thing that has been published. We rarely hear it said now, though four years ago it came from men who should have known better, and who had the ear of the public to say it.

These companies have received, in round numbers, 800,000,000 of dollars in premiums. They have paid policyholders $502,285,646, leaving nearly two hundred and ninety-eight millions of dollars to be accounted for. Their investments, which are to help out future premiums in paying the $1,363,000,000 of insurance outstanding, amount to over $356,000,000, exclusive of capital. There are, then, over *fifty-nine millions of dollars* invested or returned in excess of what has been in premiums. We have an account standing as follows:

Policyholders in account with Life Insurance Companies.

Dr.—To amounts paid for surrendered policies, death claims, matured endowments and dividends	$502,285,646
To amount invested to meet future obligations	356,245,381
	$858,531,027
Contra.	
Cr.—By premiums paid	$798,957,121
Balance to credit of companies from interest	$59,573,906

Nearly *sixty millions of dollars* above all expenses saved by interest on the invested premiums.

There have always been two points upon which the advocates of coöperative insurance have relied in their crusade against life insurance companies. The first was the immense premiums received, and the small returns to policyholders. The second was the uselessness of the vast accumulations or reserves of these companies. "Sweet are the uses of adversity!" The falling off of new business, much as we may deplore it, has put a stop to this sort of talk, by showing the necessity for accumulation, and by dropping those who derided accumulations into unhonored graves. Last year the companies embraced in this table paid policyholders nearly a million dollars more than they received in premiums, besides adding to their assets nearly seven millions of dollars.

We have arrived, then, at that point in American life insurance where premiums no longer accumulate, and where policyholders every year get back more than they pay, interest on past accumulations furnishing the needed means to keep up payments, to pay expenses and to still increase accumulations. These figures appear below:

Name of Company.	Premiums Received in 1877.	Paid Policyholders in 1877.	Increase of Assets in 1877.	Decrease of Assets in 1877.
Ætna	$3,213,871	$3,418,890	$783,527	....
Berkshire	415,749	401,927	27,859	....
Brooklyn	333,080	631,784	....	$217,541
Connecticut Mutual	6,494,919	7,124,284	1,326,569	....
Continental	467,068	585,645	....	191,918
Germania	1,300,627	1,167,462	93,221	....
Globe Mutual	599,775	669,208	....	180,891
Home	570,202	648,405	43,704	....
John Hancock	353,619	379,271	14,475	....
Knickerbocker	1,491,621	1,940,679	....	308,448
Life Association	875,939	1,276,333	....	1,335,227
Manhattan	1,169,390	1,308,155	....	59,230
Massachusetts Mutual	958,094	909,487	....	197,006
Metropolitan	737,130	597,591	....	152,015
Mutual Benefit	4,508,316	4,673,973	961,183	....
Mutual	14,090,153	13,949,100	2,673,129	....
National, U. S. A	781,554	459,969	20,708	....
New England Mutual	2,002,040	2,128,474	372,538	....
New York	5,722,264	4,367,770	1,645,837	....
Northwestern	2,292,341	2,891,668	94,778	....
Penn Mutual	1,159,154	813,639	332,906	....
Phœnix Mutual	1,579,104	1,604,973	184,089	....
Travelers'	496,064	175,776	891,888	....
Union Mutual	1,430,450	1,822,593	....	134,427
United States	885,342	815,923	13,638	....
Washington	983,839	862,815	89,787	....
Totals	$54,801,705	$55,625,789	$9,569,336	$2,770,703.

It ought not to be necessary to explain these figures at all, but some persons are so sensitive to apparent losses, and so prone to use figures without digesting them at all, that we feel a word of caution is necessary. No one set of figures tells the whole story about a company. Take the item of assets, and their increase or decrease may be due to the natural results of the *kind* of business done. Some companies during the past two years have discounted maturing endowments to a great extent, simply anticipating payments and thus depleting their assets. Others have lost largely in the shrinkage in value of securities, as years ago they made largely in the appreciation of securities. Still others have marked down their mortgage and other securities, while some have not, preferring to wait realization before they conclude whether they have or have not lost. Some have had their assets arbitrarily marked down by insurance commissioners, while others have not felt the touch of these iconoclasts. And so we say these tables, as between companies, do not prove that one is better or worse than another.

They do show, however, this one thing clearly: that there will come a time to all companies when the premiums of the year will not equal the payments of the year; and thus they vindicate the correctness of the system which, with level premiums, makes accumulation in the early years of insurance necessary. They show that this time has come to American life insurance, and that the companies are prepared to meet it, even though it comes upon a falling market and with a general stagnation in business. The rapid accumulatian of insurance has heretofore blinded the eyes of casual observers, so that they have been unable to see the end from the beginning, and have assumed that the growth of life insurance was to be a continuous growth in every respect.

No doubt a return of business prosperity will bring premium receipts once more above payments, temporarily at least, but we ought to be thankful that this halt in the onward march has shown so fully the solid foundation of knowledge upon which the business rests, and has demonstrated so clearly the correctness of life insurance practice.

Fire Insurance in North Carolina.

From the Insurance Watchman.

The following tables will show the risks written, premiums received and losses paid in 1877 by the fire insurance companies doing business in North Carolina:

NORTH CAROLINA STATE COMPANIES.

Name of Company.	Risks Written.	Premiums Received.	Losses Paid.
North Carolina Home, Raleigh	....	$38,970.98	$38,196.40
Old North State, Warrenton	$984,531.81	19,537.40	11,053.27
Pamlico, Tarboro	625,983.00	10,449.26	8,368.43
Totals	$1,610,414.81	$68,957.64	$57,618.10

COMPANIES OF OTHER STATES.

Atlantic, Brooklyn	$167,900.00	$2,227.29	$1,629.17
Ætna, Hartford	679,514.00	7,349.68	1,895.00
Continental, New York	265,460.00	2,571.93	3,566.55
Connecticut, Hartford	90,800.00	531.33	128.30
Equitable, Tennessee	50,800.00	720.59	....
Franklin, Philadelphia	431,977.56	5,972.70	3,185.25
Fireman's Fund, California	99,850.09	995.90	....
Fire Association, Philadelphia	749,193.33	10,017.24	6,205.00
Farmville, Virginia	849,475.45	17,226.66	9,995.55
Georgia Home, Georgia	752,557.00	9,654.26	3,510.33
Germania, New York	486,949.50	5,680.28	5,728.66
German-American, New York	456,050.00	4,186.43	29.53
Hanover, New York	486,949.50	5,680.28	5,728.66
Howard, New York	165,425.00	2,092.28	3,192.40
Home, New York	1,089,647.00	11,225.51	12,013.41
Hartford, Connecticut	964,600.00	8,574.00	2,583.00
Insurance Co. of N. America, Phila	....	4,795.12	4,946.67
Lynchburg, Virginia	382,465.50	5,496.08	873.75
Mississippi Valley, Tennessee	224,877.00	2,322.98	551.02
Mercantile Mutual, New York	....	9,266.92	4,706.79
Mobile Fire Department, Mobile	144,913.00	1,597.11	....
Manhattan, New York	393,787.00	4,167.53	604.38
National, Hartford	104,289.00	1,732.27	2,377.23
Niagara, New York	367,113.00	4,120.35	1,125.00
Orient, Hartford	100,960.00	1,305.79	708.58
Orient, New York	552,162.00	3,515.48	134.00
Phœnix, Hartford	596,975.00	7,241.36	4,100.55
Phenix, Brooklyn	348,845.00	4,008.95	2,635.24
Petersburg Saving, Virginia	312,202.86	4,693.97	2,337.74
St. Paul, Minnesota	138,796.00	1,981.39	1,622.80
Seaboard, Virginia	....	4,655.51	6,203.34
Springfield, Massachusetts	167,433.73	1,853.08	898.06
Union, Texas	209,748.99	3,059.89	....
Virginia, Richmond	818,572.90	10,241.72	9,341.82
Virginia Home, Richmond	977,006.00	12,633.34	12,553.66
Totals	$13,478,975.32	$183,614.22	$117,061.44

FOREIGN COMPANIES.

British America, Canada	$143,865.00	$1,569.39	$73.75
Hamburg-Bremen, Germany	253,795.00	2,631.52	2,175.61
Imperial, London	150,850.00	1,583.95	799.99
Lancashire, England	273,600.00	3,442.48	1,557.61
London Assurance Corporation	231,600.00	1,757.52	....
Liverpool and London and Globe	1,185,089.00	15,356.86	7,981.23
North British and Mercantile, England	687,941.00	7,110.11	3,884.11
Queen, England	3,338,611.00	14,090.39	6,094.69
Royal Canadian, Montreal, Canada	151,683.33	1,371.85	....
Royal, England	371,600.00	4,092.54	2,395.90
Scottish Commercial, Scotland	400,355.27	4,769.34	7,102.40
Totals	$7,188,989.60	$57,775.86	$32,065.29

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Insurance and Mill Explosions.

From the American Miller, Chicago.

We may notice that the insurance journals of the country seem to have misinterpreted the action of the National (Millers') Association in regard to striking out of the report of the committee on insurance the portion relating to the explosive character of flour dust.

Commenting on the subject THE CHRONICLE, which is perhaps the leading insurance journal of the country, speaks its mind as follows:

Such action on the part of an apparently intelligent body of men is simply gross stupidity. Do they imagine that the cause which led to the terrible loss of life and the destruction of so much valuable property at Minneapolis will be permitted to remain a mystery? Or do they imagine that the cause of the explosion is not already known, and that the risk attaching to flouring mills will not be measured accordingly? If they so imagine we would recommend them to divest themselves of such vain delusions and turn their attention to the discovery of some practical means whereby similar calamities to that at Minneapolis may be prevented.

Every flouring mill *does* contain within itself the elements of its own destruction. It is to remove that element, and not to attempt to conceal it, that calls for the intelligent action of those interested in the milling business. And underwriters should refuse to assume risks on flouring mills until that element is removed, unless they obtain a rate commensurate with the hazard its presence entails.

Now, we believe quite as fully as our friends of THE CHRONICLE, in the possibility of flour dust explosions, and cannot see how, in the light of the testimony before the public, any one can refuse to believe that mill dust is explosive, whatever cause may be assigned for the disaster at Minneapolis. At the same time we think that the spirit in which the passage relating to mill dust explosions was stricken from the report of the committee has been misunderstood. There are something like 25,000 mills in this country, and yet, since colonial times to the present day, not a dozen mills have been destroyed through the agency of flour dust. The usual effect of mill explosions is merely local, being confined to a curb, conveyors, etc., a chest of bolts or a room. We have over a score of cases on record for the past year, and only in the case of the Minneapolis mills did anything like disastrous or serious results follow. Of course a bare *possibility* of a wholesale destruction remains; but as only two have occurred in the history of the world, we think the possibility is bare to nudity.

Notwithstanding these facts, the public mind has been exercised and whipped into a foam on the subject until nine people out of ten believe that flour dust is as dangerous as dynamite, forgetting that it is only under certain conditions that an explosion will occur at all, and that even then the consequences are generally trivial. Millers of experience well understand that disastrous explosions are an extreme rarity compared with the number of mills in the country. Now, suppose that in their national convention the millers, who would be supposed to know the most about the matter, had admitted that every mill contained within itself the elements of its own destruction, and had joined hands with sensational journalists in scaring people out of their wits on the subject. Knowing as they do that the danger of mill explosions is not great, and that the consequences attending them have been serious only in a few instances, it would have been folly or worse to admit as true what they knew to be only relatively true. Such, we believe, was the spirit which dictated the action of the convention. Of course every mill contains flour dust, and flour dust will explode under certain conditions; but it does not, therefore, follow that all mills are in danger of explosion; for some of the necessary conditions to a serious explosion are wanting in the vast majority of mills of the land. It is not just, and is not to be expected that millers, as a class, should pay a higher rate of insurance, simply because, in one or two instances, under extremely favorable conditions, mills have been destroyed by dust explosions. Millers are quite as willing as other men to do what is right; but ought it to be expected that they will aid in needlessly arousing public alarm besides pouring a great stream of ducats in the coffers of insurance companies?

Law Reports.

The superior court, Cincinnati, recently rendered an important decision in the case of the Charter Oak life insurance company, plaintiff in error, against J. C. Smith. Judge Force, in general term, delivered the opinion, from which we take the following extracts:

First—The defence that the first year's premium was never paid, and has not yet been paid, and hence the policy never became operative. Second—That the policy was not delivered, and hence never became operative. Third—That the assured untruly stated in his application that he had made no previous application to any other company. Taking the last issue first, the very great preponderance of authority certainly is where an applicant for insurance makes a fair and honest statement, and the agent of the company receiving that oral statement and using his own judgment as to its importance, or its effect, or its legal import, writes it incorrectly in the written application, or omits it altogether, or if such agent of the company should fraudulently omit or change the statement so given by the applicant, in such case the company is bound by the act of its agent, and is not permitted to prove the untruth of the statements in the written application; and it makes no difference whether it is a representation or a warranty, because the plaintiff does not recover upon a different contract orally proved, but the effect of his testimony is to disable the company from proving the untruth of the statement in the written application.

In this case there was a conflict of testimony as to whether or not the agent of the company was informed about the facts of the application previously made by McGroarty to the New York Mutual, and it may be that if the jury had passed upon this evidence the court might assent to a verdict either way. But the court, after having correctly charged as to the effect of the agent's action, went on to say that an application forwarded to a company, and neither rejected nor accepted by the company, is not an application. We think this is not correct, and also that it took from the jury the consideration of the testimony upon the issue.

As to the other defences, it is entirely clear from the evidence that the first year's premium was not paid, and also that the policy was never delivered by the company, or with its knowledge or consent. The policy was prepared, and upon it was indorsed the assignment to Fowler, and a receipt for an all cash premium was drawn. These papers were handed to Mr. Hedrick, who acted as a broker between the parties, and who was to get part of the commission, with instructions to deliver on receipt of the money and not before. He did deliver to Fowler without receiving the money, and Fowler sold to Smith, who purchased in good faith and without notice of any defect. McGroarty then died, the premium not being yet paid, and it is not even now paid.

It is well claimed by counsel for Smith that when a policy is actually delivered a receipt in the policy will estop the company from claiming the policy is invalid on the ground that no premium has been paid; and it is claimed in this case that the company is estopped as against Smith from saying the policy has not been delivered. The estoppel is based on the ground of the representation made by the company in the shape of policy, assignment and receipt. But the mere writing out of these papers is not an estoppel. The possession of such papers by Fowler is claimed to be a representation. But in the first place these papers were merely muniments of title as between the company and the assured—not representations to third parties; and next, the possession was not occasioned by the act of the company, but against their instruction, and therefore was not a representation until made by them.

It is claimed that the rule where one or two innocent parties must suffer, the one who has been guilty of negligence must bear the loss, applies to this case and throws the loss on the company. In such case it is held that the act of the company must be the proximate cause of the loss. Hence, where an owner of stock has delivered to his broker a blank assignment to be filled up, and the broker fraudulently fills it up with other matters, and so conveys what was not intended to be conveyed, the vendee of the stock there is proximately defrauded by the fraud of the broker, not by the act of the owner of the stock, as was held by the exchequer chamber. Here Smith was deluded by Fowler, who assigned the policy, knowing he had no title.

Again, who was in greater fault, the company in trusting to the

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fidelity of Hedrick, or Smith in purchasing without inquiry a non-negotiable security, and which he knew might be subject to equities? To hold Smith to be the less negligent party, and therefore to take a clear title, would be to obliterate the distinction between negotiable and non-negotiable securities. The court was of opinion there was error in the charge on the matter of estoppel, and reversed the judgment.

Inland marine underwriters will be interested in the following decision, which was rendered in the United States district court at Cleveland, Ohio, on Saturday last, in the case of the Mercantile insurance company *v.* the schooner Orphan Boy:

The wife of David Becker was the owner of three-fourths of the Orphan Boy; her husband was the master, and acted as her general agent in the management of her part of the vessel. On the 23d day of April, A. D. 1877, said David Becker, in his own name, took out a policy of insurance in the libelant's company for the sum of $2,000, on which he was to pay a premium of $140; that at the time of the insurance nothing was said of the ownership of the wife of any part of the vessel, or that the insurance was for her benefit, but the company supposed him to be the owner; nor was there any proof that the wife expressly authorized or directed the insurance to be made. The premium was not paid, and this libel is filed to assert a lien on the vessel for such unpaid premium.

Held: 1. That the husband, as master of the vessel, had no authority to make the insurance in his own name.

2. That the husband of the wife had no insurable interest in the wife's interest in the vessel, so as to create a lien upon the vessel for the premium.

3. That the insurance and policy being in the name of David Becker alone, and not "for the interest of all concerned," the company was only liable, if liable at all, to him, and not to the owners of the vessel in case of loss; and he having no insurable interest in the vessel, the policy could not be enforced against the libelants in case of a loss.

4. That, where the policy itself was such as could not be enforced by the owner of the vessel, the insurance thereof created no lien on the same for the premium agreed to be paid. The libel is dismissed with costs.

It is intimated that an appeal will be taken from the decision.

NOTES ON INSURANCE CASES.

—At Montreal on the 9th inst. Justice Papineau rendered judgment dismissing the action of the National insurance company against J. C. Hatton. The defendant was sued for the amount of a call made upon stock standing in his name. He pleaded amongst other pleas that when he subscribed A. W. Ogilvie appeared as a subscriber for $20,000 and $10,000, in all $30,000 of stock, and Mr. Goff for $20,000; that he was induced to subscribe upon the faith of seeing Mr. Ogilvie's name down for such a large amount; but that subsequently he discovered that Mr. Ogilvie had fraudulently, without his knowledge, altered the stock subscription book, and erased and changed the figures so as to make him appear as subscriber for only $5,000 and $10,000. The court in giving judgment held that the defendant had proved the facts alleged by him, and that, by Mr. Ogilvie's alteration of his subscription, an injustice had been done to all the shareholders, that the call was null and void, and the court therefore dismissed the action with costs against the plaintiff.

Fractional Currency.

—And now it is announced that the trials of the indicted officers of the coöperative Protection life insurance company, of Chicago, have been postponed until September. It is said "procrastination is the thief of time"; as applied to these cases it would seem that it is also the shield of crime.

—The city council of Indianapolis has under consideration the question of cutting down the expenses of the fire department. The pay of the members of the department has been cut down considerably already. Further practice of this false economy will unquestionably impair the efficiency of the department. If a reduction has to be made in the expenditure of the city government most assuredly the department upon whose services life and property depend should be the last to suffer a further curtailment of the already inadequate salaries paid to its members.

—A local board of underwriters was organized and a constitution adopted in Milwaukee on the 11th inst. The following named gentlemen were elected officers for the current year: J. L. Hathaway, president; J. McBell, vice-president; R. Van Dyke, secretary and treasurer.

—The following New York fire insurance companies have declared semi-annual dividends since the last issue of THE CHRONICLE:

Lamar	5 per cent.
American Exchange	5 "
Phenix	5 "
Guardian	3½ "
Peter Cooper	10 "
American fire	7 "
Long Island	6 "
Mechanics' and Traders'	10 "
Great Western marine	5 "
Manhattan	5 "
Continental	3½ "
Commercial	8 "
Williamsburgh City	10 "

—The Fairfield fire insurance company, of Norwalk, Conn., has declared a semi-annual dividend of 4 per cent.

—Pittsburgh, Pa., fire insurance companies have declared semi-annual dividends as follows:

Union	3 per cent.
Citizens'	$2.00 per share.
Cash	2.50 "
Boatman's	3.00 "
Armenia	2.00 "

—The following Baltimore, Md., fire insurance companies have declared semi-annual dividends:

Potomac	4 per cent.
Maryland	5 "
Associated Firemen's	5 "

—Dividends have been declared by Philadelphia fire insurance companies as follows:

Franklin, (quarterly)	$8.00 per share.
Girard, "	5.00 "
Fire Association of Philadelphia, (semi-annual)	20 per cent.
Ins. Co. of State of Pennsylvania, "	6 "

—The Home fire insurance company, of Charleston, S. C., has declared a quarterly dividend of 2 per cent.

—The Miami Valley fire insurance company, of Cincinnati, O., has declared a semi-annual dividend of 5 per cent.

—The Jersey City fire insurance company, New Jersey, has declared a semi-annual dividend of 5 per cent.

—The American Central fire insurance company, of St. Louis, Mo., has declared a semi-annual dividend of 6 per cent.

—The City fire insurance company, of Richmond, Va., has declared a semi-annual dividend of 3 per cent.

—It appears that there is a city ordinance in San Francisco against depositing ashes in wooden vessels, yet on some of the streets there is a wooden ash barrel in every second back yard. The San Francisco *Chronicle* says three-fifths of the fires in that city are caused by the violation of the ordinance referred to, and adds:

> The hot coals smoulder until night, and eat their way through a stave to the wooden yard. A plank is set on fire and the flame creeps slowly, treacherously to the house, growing larger and fiercer each minute, until a wall is ablaze.

—Binghampton, N. Y., is about to be provided with the fire alarm telegraph.

—The *Index* fire tables, "showing total cash assets, total liabilities and surplus as regards policyholders of all the joint-stock fire, fire and marine and marine insurance companies of the United States," is one of the most complete compilations of the kind that has been published. The names of companies are arranged alphabetically by states, so that the standing of any one of them can be ascertained in an instant by the briefest glance at the tables. The form, too—being the same as that of the *Index*—is much more convenient for reference than the awkward size usually adopted by the chart makers.

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—A cable despatch from the home office of the North German fire insurance company, of Hamburg, conveys this agreeable item:

We to-day appoint Chas. H. Ford our general agent for the United States, under direction of C. Kuhl, manager. C. PERGER, *Managing Director.*

The appointment of Mr. Ford—who is one of the best known and most respected underwriters—will be accepted as assuring evidence that the North German has resolved to rapidly develope a successful business in this country. Mr. Ford's long connection with the National Board of Fire Underwriters as assistant general agent, besides the practical experience he had previously acquired as an underwriter, together with his business tact and native talent, render him eminently qualified to discharge the duties of his new position. We congratulate the company on the admirable choice it has made, and when we learn more of it we hope that the new general agent may also be congratulated.

—The comparative results of the life insurance business in Minnesota during the years 1876 and 1877 are as follows:

	1876.	1877.
Total number of companies doing business in the state	25	21
Aggregate of admitted assets	$368,451,921.46	$353,384,000.51
Aggregate liability as to policyholders	312,777,369.57	301,734,868.34
Aggregate surplus as to policyholders	55,674,551.89	51,649,132.17
Ratio of assets to liabilities	117	117
Aggregate income	$87,725,885.68	$77,107,900.11
Aggregate expenditures	69,681,976.51	65,971,271.05
Excess of income over expenditures	19,503,094.45	11,136,629.06
Ratio of expenditures to income	79.43	85.55
Number of policies in force	570,796	550,381
Number of policies terminated by death	7,379	6,764
Amount of death losses	$20,049,634.00	$17,702,515.00

During the year 1877 there were 67,514 policies issued insuring $175,875,145, while 87,929 policies terminated, which had covered an aggregate insurance of $222,202,364. The terminations were as follows:

	No. of Policies.	Amount.
By death	6,764	$17,702,515
By expiration	2,218	5,282,958
By surrender	28,556	76,045,973
By lapse	37,398	84,226,100
By change	4,551	16,606,057
Not taken	8,502	22,339,361
Totals	87,929	$222,202,364

In the aggregate the excess of terminations over new business was in number of policies, 20,415; and in amount of insurance, $46,327,219.

—A dispatch to the Vicksburg, Miss., *Herald*, dated Meriden, Miss., July 8th, says:

A fire broke out in Enterprise this forenoon, caused by a man trying to destroy bed-bugs in a buck-house with kerosene oil. Twenty-four houses were burned, fourteen of them occupied. Loss estimated at $40,000, with only about $20,000 insurance, which was mainly on merchandise. Most of the goods were removed, but badly damaged by removal and rain. Only seven storehouses remain; they are located at the south end of the business part of town. Meridian hook and ladder company ran down by special train and aided in stopping the fire.

It is to be hoped the idiotic "fire bug" did not escape unscorched.

—The Union Mutual life insurance company has brought two suits, one of which is for $60,000 with accrued interest since May, 1871, to foreclose trust deeds on property situated at Chicago.

—A petition was filed in the Chicago courts on the 12th inst. to restore the records in the case of Hamilton J. Miller and others *v.* the Stock and Mutual insurance company. The suit was brought to recover the amount of $5,000 insurance on some buildings and a stock of liquors destroyed by fire in Cincinnati during the year 1867. The records in the case were destroyed during the great fire, in that city, of 1871.

—A motion was recently made in the criminal court, Chicago, for the separate trial of Major Woods and J. H. Kellogg, of the Illinois insurance department, and defendants in the Protection life insurance case. The court said that he failed to see how the trial could be speeded or facilitated by the granting of the motion. The matter rested on the question as to whether the officers had bribed the defendants to make a false and fraudulent statement of the assets and liabilities of the company in consideration of their agreement, and whether, also, in pursuance of said agreement, the defendants had made false and fraudulent statements, as charged in the indictment. As nothing had occurred previous to the examination made by the defendants to show that they had any connection whatever with the company, if the prosecution failed to show bribery as charged there was no case against Woods and Kellogg. Separate and distinct offences were not charged against the defendants—bribery was the clear averment of the indictment. The judge then cited several authorities, including Wharton and Bishop, to show that in a case of conspiracy, where all the co-conspirators were distinctly named, there could be no severance. That could only occur when it was established that one of the defendants was dead or absent, or where it appeared that one of them had been already convicted. Because of the offence being specifically charged, and the defendants so well known, the court overruled the motion. He also overruled a motion to dismiss, for failure to prosecute, and for immediate trial.

—The San Francisco *Call* of the 7th inst. pays this well deserved compliment to the fire department of that city:

On the fourth the peals of the fire alarm rang out at frequent intervals, and the fire department was not only kept on the alert, but performed arduous duty throughout the day and during the entire night. That the arrangements previously made for extinguishing conflagrations were admirable, and the labor performed by the department worthy of high praise, is attested by the trifling loss compared with the many fires with which they had to battle. In but one instance of fire in 25 alarms given, in which there was an actual outbreak of flames, between 12 o'clock of Tuesday and 12 o'clock of Thursday night, did the damage exceed $100. This is remarkable in so crowded a city, with the large majority of its buildings constructed of inflammable material, and entitles every man in the fire department, from Chief Scannell down through all the grades of appointment, to the warm thanks of the community.

—The Northwestern Mutual life insurance company has appointed Mr. M. Gretter, of Greensboro, North Carolina, its general agent for that state.

—The late Professor Henry, of the Smithsonian Institution, Washington, addressed the following letter in April last in response to one written by a gentleman in Lebanon, Ohio, who had heard arguments in favor of a lightning-rod without ground connections:

The plan of lightning-rod you describe is an extreme application of the method introduced some years ago of discharging electricity by points. It was supposed that a great improvement was made by placing projecting points on all sides of the rod throughout its whole extent. Another supposed improvement was to terminate the end of the rod near the ground in a sharp point; but both these plans are at variance with the true principles of electrical protection, which consists in drawing the electricity from all the space occupied by the roof of the house to the point of a continuous rod intimately connected with earth by means of water pipe, gas pipe, or other masses of metal. The rod should be perfectly smooth, and so constructed as to receive the electricty at the upper end and transmit it silently to the ground.

The action of a positive cloud on the U shaped rod, shown in the circular you send, would, by induction, render each branch of the U negatively electrified and the horizontal part positively. In this case a discharge would tend to enter each branch at the same moment, and descend in a current through the middle of the horizontal part into the roof. In my opinion, a rod put up in this manner is worse than none at all.

—The fifth annual meeting of the Southern Life Insurance Association will be held at Alleghany Springs, Va., on the 13th of August. At the last session of the association the following committees were appointed to report at the forthcoming meeting:

Executive Committee—Major F. H. Cameron, H. M. Friend, Major Maurice McCarthy, Colonel C. E. Thames and Major E. B. Smith.

Life Insurance Legislation, Ethics and Appeals—Colonel T. N. Fowler, L. S. Edwards and H. M. Friend.

Mortality Experience and Statistics—Major E. B. Smith, Major F. H. Cameron and Colonel C. E. Thames.

On Medical Department—Major Maurice McCarthy, Dr. E. Burke Haywood Dr. Charles H. Smith and Dr. C. Toxey.

SPECIAL COMMITTEES.

On Statistics—Colonel T. N. Fowler, Major E. B. Smith and L. S. Edwards.

On Insurance Legislation, Ethics and Appeals—Major Maurice McCarthy, Major E. B. Smith and Major F. H. Cameron.

On Forms—L. S. Edwards, Major E. B. Smith and Major Maurice McCarthy.

On Revision of Constitution and By-Laws—Major F. H. Cameron, Major Maurice McCarthy and Colonel T. N. Fowler.

—The Boston *Advertiser* of the 10th inst. suggests some subjects for discussion at the next "convention" of insurance commissioners. Are not the suggestions of our staid old contemporary rather premature? Or is its prescience so perfect that it can say with certainty that the ghost of an insurance commissioners' convention will again revisit "the glimpses of the moon?" Better for the perturbed spirit and for everybody that no such visitation should occur.

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—Eighteen prominent fire underwriters of Milwaukee, Wis., held a meeting at the office of Weil & Van Dyke on the 8th inst., for the purpose of taking preliminary steps in the matter of forming an organization to be known as the Association of Local Fire Insurance Agents of Milwaukee. The principal action of the meeting was the appointment of a committee consisting of Messrs. Samuel M. Ogden, Wm. L. Jones and J. H. Warner, whose duty it is to secure the signatures of local agents as members of the organization. The meeting was adjourned subject to the call of the chairman. The object of the new association is to secure uniform rates.

—William T. Phipps sued, in the marine court of this city, the New York life insurance company to recover five per cent. of $10,000 invested with the company to secure an annuity for John Brougham, the actor. The plaintiff's allegations were that he caused the annuity fund to be invested with the company, and was promised by Vice-President Beers the percentage he sued for. The defendant answered that Phipps did some preliminary work toward procuring the investment of the Brougham fund, but that the application for the annuity was finally made through an agent named Dix, to whom the commission was paid. The court gave judgment in favor of the plaintiff for the full amount claimed, with costs, an extra allowance of five per cent., and also interest on the amount.

—The Chicago *Journal* furnishes this item:

The old watch-dog "Fidelity," of the Fidelity safe depository, died of old age on Saturday night. His death deserves more than a passing notice. On the night of the great fire, October 9, 1871, old "Fidelity" was at his post in the Fidelity safe depository, and when the hurricane of fire swept over the city he took refuge in an unoccupied vault in the basement, and remained there until the morning of the 11th of October, when the *debris* was cleared away and the faithful old fellow was rescued. He has ever since been an object of interest, as the only living thing that passed through the great fire.

On the Tuesday following the date of the same fire we saw on Dearborn street near Division, on the north side of Chicago, amid the ashes and ruins of a private house, and only a couple of lots from where lay the half consumed carcass of a horse, a hen that in some unaccountable way had passed through and escaped the fire. Her henship was busily engaged scratching for a livelihood, and was the only animated thing visible which had been in and through the fire.

—The marine underwriters' counsel's reply to the minority report of the judiciary committee of the house of representatives on the distribution of the Geneva award has just appeared in pamphlet form. After showing that the aggregate premiums were not excessive during the war, by reference to the tables exhibiting the relative business of nine New York companies (principal claimants) for three years before and three years during the war, the counsel said:

The insurance claims under discussion aggregate, without interest, about $4,000,000; three-quarters of this amount is due to mutual insurance companies, chiefly located in the city of New York; the other quarter is due to stock companies, chiefly in Boston (ten of these latter have failed by reason of large losses in the great Boston fire). Their portion of this indemnity, when paid, will therefore be distributed among their hundreds of individual creditors, chiefly the sufferers by that calamity. The portion awarded to the mutual companies must, under their charters, be distributed among the thousands of their individual policyholders, who, therefore, it will be observed, will be reimbursed against the alleged enormous premiums complained of. War premium advocates seem to regard the stock companies as peculiarly the "gorged" institutions. It may not be here out of place to remark that out of the twelve Boston companies referred to, ten of them having failed, their aggregate claims being $633,000, or within $25,000 of the whole sums of the principal of the indemnity claimed by them, which, as I have shown, must be divided among hundreds of creditors, none of whom will die of a surfeit, though many poor claimants may be starved by the tardy injustice of Congress.

—A meeting of citizens in conjunction with firemen was held at Waco, Texas, on the 6th inst., and passed resolutions to have a fire inquest after all fires. A committee was appointed to wait on citizens and take measures for the better support of the fire department, discuss the advisability of establishing a salvage corps and to deprecate insurance companies taking heavy risks on small stocks.

—In the case of the Capital furniture company, of San Francisco, against the St. Paul fire and marine insurance company, judgment was rendered in favor of the defendant on the 6th inst. The proceeding was on a bill in equity to reform a policy of insurance, and an action at law, that in case the court did reform the policy an award be made of the loss sustained by the fire. Plaintiff claimed to be entitled to recover under certain representations made by the agent who insured. It turned out that the person who got out the insurance was not the legally authorized agent for the defendant, but a general insurance broker.

—Samuel D. Ward, receiver of the Republic life insurance company, of Chicago, has filed a report showing his official operations from January 21 to July 12, 1878, to have resulted as follows:

RECEIPTS.	
Balance on hand Jan. 21	$205,731
Rents	204
Interest	1,928
Taxes	5
Legal expenses unpaid	21
Miscellaneous	11
Loans on mortgages	16,041
Total	$223,944

DISBURSEMENTS.	
Real estate expenses	$12
Taxes	11,688
Legal expenses	7,158
Offset claims	252
Real estate bought	10,000
Loans on mortgages	5,565
Expense for prosecuting stockholders	1,972
Dividend of 15 per cent	93,586
Office expenses	1,462
Miscellaneous	179
Receiver's expenses	7,600
Actuary	1,000
Total	$139,875
Balance on hand	84,068

—It is gratifying to notice that the editor of the *Insurance Times* has promptly risen to dispel the rumor that he had attempted to "unduly" influence Governor Robinson to favor Superintendent Smyth. Says the *Times:*

In the contest between Supt. Smyth and Governor Robinson the writer maintained an impartial attitude.

This sweet magnanimity should not go unrewarded. Nor will it, unless Governor Robinson and Superintendent Smyth are unmindful of the wide and powerful influence of the *Insurance Times.*

—At Reading on the 9th inst. the Pennsylvania millers' convention, after considerable discussion, prudently postponed the question of endorsing the Millers' National insurance company.

—The Covington, O., fire department is about to be reorganized.

—During the summer months fires caused by the concentration of the sun's rays are not infrequent. At West Falmouth the other day a woman had cleaned her milk pans and turned them up on a pile of soft wood and brush near the barn. About noon, a neighbor going by discovered the wood on fire, and in removing the pans they were so hot as to burn his hands. The sun's rays beating on the pans had been reflected in a focus, the heat setting the wood on fire some distance from the pans. But for the discovery the barn must have been destroyed.

—The Boston *Advertiser* of the 10th inst. says:

One hundred and four Boston policyholders in the Universal life insurance company have consented to a reduction of their policy one-half, so as to save the company from the hands of a receiver. They represent $433,600. Three, representing $42,000 in policies, are all that remain here not yet consenting to this scaling process.

These three obstructionists to the completion of the most advantageous arrangement that can now be made for the policyholders of the company should see, before it is too late, the folly of their opposition and the great injury its continuance will work to themselves and others.

—On Tuesday of last week the underwriters' salvage corps of Mobile, Ala., completed its organization. The equipment and maintenance of the corps for one year will cost $4,500. The corps will consist of one captain, three patrolmen, and five callmen or auxiliaries. On the 10th inst. the following directors were elected: Messrs. D. McNeill, S. C. Muldon, J. E. Murrell, W. H. Ross, J. H. Higley, John Maguire and W. H. Gardner. J. M Muldon was elected president, and D. Wheeler, secretary. The other officers will be elected at an early day.

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THE HEATED TERM——BALANCE-STRUCK.

Historical pages without *Interest* to Stockholders, but most suggestive to Policyholders who buy cheap Insurance.

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—The New York *Graphic*, in an article reviewing the law of this state which prohibits life insurance companies investing their surplus funds in other states, says:

It has aided in keeping up the fictitious value of real estate in the city, and it has deprived the companies of the higher rate of interest which they could have obtained had they been free to lend their money on what is really the best and safest of all securities—good improved agricultural lands in the growing regions of the west. This class of property has been depreciated as a security by some of our contemporaries, with that peculiar unwisdom which occasionally characterizes them; but it needs no very great sagacity to perceive that farming lands which cost $5 an acre, which are now worth $30 or $50, and which yield crops worth $10 or $15 an acre, are among the best securities that can be imagined. So good are they that six life companies in Hartford, Conn., which have invested $68,770,000 in mortgages on western lands from 1851 to 1877, report that there has been no loss worth mentioning on these loans, but an actual gain of several thousand dollars on the sales of lands taken by foreclosure. No New York company restricted to loans within or near the city can show such a record as this. To add to the security of such loans, the United States circuit court at Chicago has recently decided that life insurance companies of other states have a perfect right to become mortgagees in Illinois. There never should have been any question raised as to this right, which is founded on equity and common sense. But the dishonesty of certain impecunious debtors in Chicago induced them to raise the question, and some of the local courts were inclined to rule in their favor. The decision of the federal circuit court settles the matter unless an appeal should be taken to the supreme bench at Washington, and such an appeal would most probably result in an affirmation of the decision.

—A largely attended meeting of insurance representatives was held on the 9th inst. in the Insurance Exchange, Montreal, to consider the decision—announced in last week's CHRONICLE—of the English privy council in the test case of Angers *v.* the Queen insurance company concerning the stamp act. The following resolutions were adopted:

That, in consequence of the decision just given by the privy council in the case of Angers *v.* the Queen insurance company, be it

Resolved, That the companies do from and after this date discontinue stamping their policies and receipts.

That the committee do communicate the above resolution to the solicitors for the companies, that they may, if they think it necessary, advise the counsel for the crown of the intended action of the companies.

—On the 11th inst., after an honorable and useful career, Eben N. Buell, senior member of the insurance agency firm of Buell & Levitt, of Rochester, N. Y., died in the ripe maturity of a good old age. Mr. Buell had resided in Rochester forty-five years, during the last twenty years of which he was engaged in the insurance business.

—S. A. Gilbert, of St. Joseph, Mo., has been appointed deputy insurance superintendent of that state, *vice* M. Hubble, who resigned to take the state agency of the American insurance company, of Chicago.

—The Boston *Advertiser* supplies the following item, which would be more complete if it furnished the names of the companies assuming the risk:

A prominent wood-burning railway in New England is insured at ¾ per cent. for three years—say 25c. a year—the first year's premium payable when policies are written, and the other two at the end of the first and second year respectively. This is a new wrinkle in premium paying, and possibly a novelty in rates.

—An attractive feature in the management of the Springfield fire and marine insurance company is shown in the character of its assets, as represented in a statement for the year ending July 1st, 1878. In thirty different descriptions of bonds and stocks held by the company there is not one instance where the market value does not largely exceed the par value, which amounts in the aggregate to $774,400—the total market value being $964,740. This company has a surplus as regards policyholders amounting to $1,042,098.25. With a faultless record extending over twenty-seven years, and under a management whose ability is only equalled by its honorable practices, it is not surprising that the Springfield fire and marine should occupy a high place in the estimation of the public.

—The Buffalo *Express* says the total number of vessels on the lakes as registered at the custom house is 1,804, with a tonnage of 455,306 tons. The number registered at the port of Buffalo is 117, classified as follows: 44 propellers, with a tonnage of 45,553; 67 schooners, with a tonnage of 32,183; 6 barges, with a tonnage of 2,554.

—The Newtown insurance company, of Bucks county, Pennsylvania—one of the *fifty-six* companies which had taken risks on the Washburn mill "A" at Minneapolis, Minn., although not authorized to do business in that state—is receiving some gratuitous advertising in the Chicago daily papers. A correspondent of the Chicago *Tribune*—"Veritas"—refers to early operations of this wild-cat in that city, and then adds:

And now comes the news that its manager has skipped out with what little tangible securities the company possessed, and that they have gone through the farce of suspending payment. As quite a number of its policies are held in this city by parties ignorant of these facts, I trust that this communication may be of service to your readers. The Newtown policy on the Washburn mill is No. 12,296, and was issued March 12, 1878, for one year.

It is alleged that R. A. Waller, publisher in Chicago of a paper called the *Manufacturers' Fire Insurance Guide*, obtained the policy in the Newtown swindle for Mr. Washburn. It would be interesting to know if this same *Guide* obtained policies on the mill in the other fifty-five under ground companies, many of which are not less disreputable than the "Newtown fire insurance company, of Bucks county, Pennsylvania."

—The Chicago common council have unanimously agreed to reappoint Matthew Benner fire-marshal of that city.

—In the case of Needles, auditor of Illinois, against the Chicago life insurance company, on petition the receiver of the company was authorized by the court on the 13th inst. to institute any and all necessary suits to foreclose the real estate securities which have come into his hands as receiver, and to bid in the property at sales if necessary, and also to begin or defend any other suits with reference to the company's assets.

—The National fire and marine insurance company, of Elizabeth, N. J., has declared a semi-annual dividend of 5 per cent.

—The *Insurance Times* says:

We hear that the dashing Henry W. Baldwin has sold out his cottage in Long Branch, New Jersey, and taken one in Newport, R. I.

So long as the criminal indictment found against Baldwin remains untried, it is quite safe to say that his visits to his native state—New Jersey—will be few and far between.

—The Philadelphia fire insurance company, which was an outgrowth of the New Jersey fire and marine insurance company, has decided to retire from business. The complete protection of the policyholders has been assured by the company reinsuring all its outstanding risks in the Liverpool and London and Globe insurance company. The company has closed its brief career with about $12,000 net surplus over all liabilities, including $200,000 capital.

—Elmira, N. Y., is to be supplied next week with 1,200 feet of new leather hose. This should be followed by the introduction of the fire alarm telegraph, and the local newspapers should cease squabbling over the relative merits of a volunteer and a paid fire department. Nobody but a fool would dispute the superiority of the latter.

—Albert Parsons, referee in the matter of the Guardian, Widows' and Orphans', Reserve Mutual, and New York State life companies, has issued a notice stating that, in obedience to the recent order of the court, he will attend at 252 Broadway, New York, at the office of Henry R. Pierson, receiver of said corporations, on the 15th of next January, and thereafter, to take proof of all claims against the companies, and to decide upon their legality. Creditors and policyholders who do not present their claims as above shall be precluded from all benefit of the decree which may be rendered, and of any distribution under the decree.

—At the regular quarterly meeting of the Chicago Board of Underwriters, held on the 9th inst., the question of the introduction of carburetters, or gas machines, was warmly discussed, after which the following resolution was adopted:

Resolved, That the introduction and use of carburetters, or gasoline machines, be referred to the secretary, with power to act; the secretary to decide where the same may be located in the building, and prescribe the conditions and restrictions governing the same; provided said machine has first had the approval of the National Board.

—A vigorous effort is being made by the counsel of Ben. Noyes for a stay of proceedings in his case. Affidavits of physicians as to the condition of the prisoner's health, and the injury which the discipline of state prison would have upon it, were presented to the criminal court at Newark on the 16th inst. The court will render a decision on Saturday next.

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Incorporated 1849. Charter Perpetual.

SPRINGFIELD

Fire and Marine Ins. Co.,

SPRINGFIELD, MASS.

ANNUAL STATEMENT,

JANUARY 1st, 1878.

Cash Capital all paid in	$750,000.00
Reserves for all Liabilities, including Reinsurance	610,654.82
Net Surplus	292,098 25
Total Assets	$1,652,753.07

DWIGHT R. SMITH ..... President.
SANFORD J. HALL ..... Secretary.
ANDREW J. WRIGHT ..... Treasurer.

New York Agency, 150 Broadway,
BIGELOW, COIT & PECK, AGENTS.

Western Department, Chicago, Ill.,
A. J. HARDING, GENERAL AGENT.

THE

NEW ENGLAND

MUTUAL LIFE INS. CO.,

Corner of Milk and Congress Streets,

BOSTON.

Accumulation $14,466,920.53

Annual returns of Surplus made upon the anniversary of Premiums falling due.

BENJ. F. STEVENS ..... President.
JOS. M. GIBBENS ..... Secretary.
W. C. WRIGHT ..... Actuary.
DWIGHT FOSTER ..... Counsel.

LAMAR INSURANCE COMPANY
OF NEW YORK,
184 Broadway, Cor. of John Street.
A Semi-Annual Dividend of Five (5) Per Cent. is payable on demand.
WM. R. MAC DIARMID. *Secretary.*

PLATE GLASS INSURANCE.

"LLOYDS,"

NOS. 130 & 132 BROADWAY, NEW YORK.
I. W. GREGORY and G. BEEMER, Managers.
Combined Assets, over - $750,000.
☞ Insurance on Plate Glass against accidental Breakage.
☞ Unquestionable security, prompt payment of losses, low rates. Correspondence solicited.

THE

MANHATTAN

LIFE

INSURANCE COMPANY,

OF

NEW YORK,

Nos. 156 and 158 Broadway.

NO EXPERIMENT,

BUT AN

ESTABLISHED INSTITUTION.

ORGANIZED A. D. 1850.

HENRY STOKES ..... President.
C. Y. WEMPLE ..... Vice-President.
J. L. HALSEY ..... Secretary.
H. Y. WEMPLE ..... } Ass't-Secretaries.
H. B. STOKES ..... }
S. N. STEBBINS ..... Actuary.

UNION MUTUAL LIFE INS. CO.

JOHN E. DE WITT, President.

Home Office, - - - - - - - - - - - - - Augusta, Maine.

DIRECTORS' OFFICE, 153 TREMONT STREET, BOSTON, MASS.

ASSETS, - - - - - - - - $8,129,925.68.

All Policies issued after April 1, 1877, which shall have been in force three full years, will be entitled to all the benefits arising from the "Maine Non-Forfeiture Law"; or, if surrendered within ninety days after lapse, Paid Up Policies will be issued instead, if parties prefer.

Practical Results of the Maine Non-Forfeiture Law, passed Feb. 7, 1877, Illustrated by a Whole Life Policy, Issued at Age 30, and allowed to Lapse after the Payment of Three or more full Annual Premiums—Premiums having been paid wholly in Cash.

Premiums paid before Lapse.			Additional Time Under the Law.		Amount Due if Death occurs on Last Day of Extension					Insurance over the Premiums.
No.	Amount.	Age When Stopped.	Years.	Days.	Age at Death.	Amount of Policy.	Premiums and interest to be deducted. No.	Premiums and interest to be deducted. Amount.	Due Heirs.	
3	$661	33	2	212	36	$10,000	3	$759.87	$9,240.13	$8,559.13
4	908	34	3	170	37	10,000	4	1,041.38	8,958.62	8,050.62
5	1,185	35	4	133	39	10,000	5	1,339.18	8,660.82	7,595.82
6	1,363	36	5	100	41	10,000	6	1,655.36	8,344.64	6,982.64
7	1,589	37	6	67	43	10,000	7	1,990.05	8,009.95	6,420.95
8	1,816	38	7	36	45	10,000	8	2,340.74	7,659.26	5,843.26
9	2,043	39	7	328	47	10,000	8	2,477.51	7,522.49	5,479.49
10	2,270	40	8	236	49	10,000	9	2,843.77	7,156.23	4,886.23
11	2,497	41	9	114	50	10,000	10	3,205.85	6,794.15	4,297.15

DANIEL SHARP ..... VICE PRESIDENT. | A. HUNTINGTON ..... MEDICAL DIRECTOR.
J. P. CARPENTER ..... SECRETARY. | NICHOLAS DE GROOT ..... CASHIER.

Active Agents Wanted. Apply to Directors' Office or to any Agency of the Company.

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1829 **Charter Perpetual.** 1878

FRANKLIN

Fire Insurance Company

OF PHILADELPHIA.

CAPITAL	*$400,000.00*
Insurance Reserve	*2,025,708.20*
Unpaid Losses and Dividends.	*86,298.19*
Net Surplus	*851,439.35*
Total Realized Assets, (Jan. 1st, 1878,)	*$3,363,445.74*

Statement of the Realized Assets of the Company on Jan. 1st, 1878.

Mortgages.

On property valued at over $5,500,000, being First Mortgages on unincumbered and Improved Real Estate in the City of Philadelphia	$2,463,354.41

Real Estate.

Office of Company and dwellings	171,250.00

Loans.

Loans on Stocks as Collateral Security, (market value, $40,082.00)	34,685.96
Reinsurance Deposit Premiums	356.25

Stocks.

$250,000	$75,000 U. S. Bonds, 1881.	
	135,000 U. S. 5-20 Bonds	
	40,000 U. S. 10-40 Bonds	
15,000 Mississippi State Warrants		
5,000 New Jersey Exempt 6's		
50,000 Philadelphia City 6's		
10,000 City of Columbus 8's		
5,000 City of Columbus 7's		
1,000 Camden (N. J.) City 6's		
15,000 Penn'a R. R. 1st mortgage		
3,000 Reading R. R. 7's of 1893		
5,000 Reading R. R. 6's		
25,000 Harrisburg & Lancaster R. R. 1st mortgage		
10,000 West Jersey R. R. 7's		
10,000 Hestonville, Mantua & Fairmount R. R. 6's		
10,000 American Steamship Bonds		
100 Shares Commercial National Bank		
16 " Continental Hotel Co. Pref.		
Cost	$443,993.06	
Market Value		$437,105.00

Cash.

Cash in banks	$203,015.73	
Cash in office of the Company	7,285.08	
Net Premiums in course of transmission	46,443.31	256,694.12
Total		**$3,363,445.74**

OFFICERS.

ALFRED G. BAKER.....President.
GEORGE FALES.....Vice-President.
JAS. W. McALLISTER.....2d Vice-President.
THEO. M. REGER.....Secretary.
SAMUEL W. KAY.....Assist. Secretary.
A. C. BLODGET.....General Agent.

1849. "OLD and TRIED." 1878.

GLENS FALLS

INSURANCE COMPANY,

GLENS FALLS, N. Y.

R. M. LITTLE.....President.
J. L. CUNNINGHAM.....Secretary.
G. B. GREENSLET.....Ass't-Secretary.
R. A. LITTLE.....General Agent.

Organized under the New York Safety Fund Law

28th Annual Statement, January 1, 1878.

Cash Capital	$200,000.00
Unadjusted Losses and all other claims	27,445.89
Reinsurance Reserve	286,578.19
Net surplus over capital and all liabilities	337,117.57
Cash Assets	**$851,141.65**

Full Statements, in detail, furnished on application.

First National

FIRE

Insurance Company,

OF WORCESTER, MASS.

CHAS. B. PRATT.....President.
R. JAMES TATMAN.....Secretary.

JOHN M. WHITON, Agent,
165 and 167 Broadway, - New York.

VIRGINIA HOME

INSURANCE COMPANY.

JANUARY 1st, 1878.

Capital paid up	$200,000.00
Reinsurance Fund	33,617.40
Net Surplus	40,006.54
Total Assets	$273,623.94

D. J. HARTSOOK.....President.
B. C. WHERRY, Jr.....Secretary.
O. F. WEISIGER, Jr.....Assistant Secretary.

OFFICE IN COMPANY'S BUILDING,

No. 1014 Main St., Richmond, Va.

GLOBE MUTUAL LIFE

INSURANCE CO,

Nos. 345 & 347 Broadway, N.Y.

This Company offers new and important inducements.

Premiums are not forfeited in case of Policies being discontinued; after three years, paid-up Policies are issued for whole amount of premiums received. This feature is original with this Company. Dividends may be applied to increase the amount insured, or to reduce future premiums.

Agents Wanted—With whom favorable arrangements will be made to work directly with the Company.

C. SETON LINSDEY, *Secretary.* PLINY FREEMAN, *President.*
WM. STURGIS, *Managing Director of Agencies.*
J. G. HOLBROOKE, *Sup't of Agencies.*
LORING ANDREWS, *Vice-President*

18th Annual Statement of the

EQUITABLE

Life Assurance Society of the U. S.,

120 Broadway, New York,

HENRY B. HYDE, - - President.

For the year ending December 31, 1877.

Amount of Ledger Assets, January 1, 1877		$30,416,719.90
Less Depreciation in U. S. Gov't. Bonds	$77,932.36	
Less Special Contingent Fund to meet any depreciation in value of Real Estate	322,897.09	400,829.45
		$30,015,890.45

INCOME.

Premiums	$7,066,650.49	
Interest and Rents	1,854,377.62	8,921,028.11
		$38,936,918.56

DISBURSEMENTS.

Claims by Death and Endowments	$2,074,127.52	
Dividends, Surr. Values and Annuities	3,160,149.24	
Total paid Policyholders	$5,234,276.76	
Dividend on Capital	7,000.00	
Agencies and Commissions	459,908.27	
Expenses and Extinguishment of future Commissions	662,042.11	
State, County and City Taxes	95,699.55	
		6,458,926.69
Net Cash Assets, Dec. 31, 1877		$32,477,991.87

ASSETS.

Bonds and Mortgages		$13,733,218.44
Real Estate in New York and Boston and purchased under foreclosure		6,298,744.94
United States Stocks		5,899,413.47
State Stocks, and Stocks authorized by the Laws of the State of New York		3,238,068.91
Loans secured by United States, and State and Municipal Bonds & Stocks authorized by the Laws of the State of New York		1,953,206.00
Cash on hand, in banks and other depositaries on interest and in transit (since received)		1,106,340.52
Commuted Commissions		108,751.74
Due from Agents on Acc't of Premiums		237,947.85
		$32,477,991.87
Interest and Rents due and accrued		391,474.90
Premiums due and in process of collection		79,418.00
Deferred Premiums		578,860.00
Prémium on Gold on hand		2,911.00
Total Assets, Dec. 31, 1877		$33,530,655.77
Total Liabilities, including reserve for reinsurance of all existing policies		$27,330,654.00
Total Undivided Surplus		6,200,001.77
Of which belongs (as estimated) to Policies in general class		3,610,082.77
Of which belongs (as estimated) to Policies in Tontine class		2,589,919.00

New Business in 1877, 6,609 Policies, assuring $20,712,793.

From the undivided surplus, reversionary dividends will be declared available on settlement of next annual premium, to participating policies.

G. W. Phillips, J. G. Van Cise, *Actuaries.*

We, the undersigned, have (in person) carefully examined the accounts, and have counted and taken an account in detail, of the assets and property of the Society, and hereby certify that the foregoing statement thereof and of the business of the Society is correct.

Bennington F. Randolph, James M. Halsted, Henry S. Terbell, Robert Bliss, Thomas A. Cummins.
Special Committee of the Board of Directors.

JAMES W. ALEXANDER.....Vice-President.
SAMUEL BORROWE.....Secretary.
E. W. SCOTT.....Superintendent of Agencies.

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PHENIX INSURANCE CO.,

OF BROOKLYN,

Office, Western Union Telegraph Building, Broadway, Corner Dey Street,
NEW YORK.

January 1, 1878.

Capital, paid in Cash	$1,000,000.00
Reserve for all Liabilities, including Reinsurance	969,389.79
Net Surplus	789,611.75
Total Assets	$2,759,001.54

STEPHEN CROWELL, *President.*
PHILANDER SHAW, *Vice-President.* WM. R. CROWELL, *Secretary.*

ALLIANCE

INSURANCE COMPANY, OF BOSTON.

Organized July 1st, 1875.

Cash Capital, ... $200,000.

GEORGE H. LONG, *President.* CHAS. R. HOWARD, *Secretary.*

Agencies in all the principal Cities.

Policies issued against FIRE losses ONLY.

THE

BERKSHIRE

LIFE INSURANCE COMPANY,

Pittsfield, Mass.

Incorporated 1851.

Every policy is NON-FORFEITABLE, not only by its terms, but under the statutes of Massachusetts, which provide that, if the assured should, at any time, fail to pay premiums when due, his premiums already paid are *not forfeited* to the Company, but are used to *continue* his insurance for the FULL AMOUNT OF HIS POLICY, until they are exhausted or fully earned by the Company.

☞ Competent and reliable men wanted for General, District, and Local agents, for all unoccupied territory in the Eastern, Middle and Western States.

Send for plans and rates to home office.

WILLIAM R. PLUNKETT.....President
JAMES M. BARKER..... ..Vice-President.
JAMES W. HULL.....Secretary and Treasurer.
WILLIAM H. HALL.....Assistant Secretary.

KNICKERBOCKER LIFE INS. CO.

No. 239 Broadway, New York.

JOHN. A. NICHOLS, - - - - PRESIDENT.

Accumulated Assets January 1st, 1878	$6,375,117.45
Gross Liabilities, including reserve	6,083,530.50
Surplus over all liabilities	291,586.95

THIS COMPANY IS

PROMPT, PROGRESSIVE AND PROSPEROUS.

SMALL EXPENSES.	SECURE INVESTMENTS.	AMPLE RESERVE.
LARGE SURPLUS.	PREMIUMS ALL CASH.	POLICIES LIBERAL.

The "SAVINGS BANK PLAN," introduced by this Company, has proved a great success, from the fact that Policies bear on their face a DEFINITE CASH SURRENDER VALUE, and are as negotiable as a Government Bond

GEORGE F. SNIFFEN, SECRETARY. CHARLES M. HIBBARD, ACTUARY.
E. W. DERBY, M. D., CONSULTING PHYSICIAN. HENRY W. JOHNSON, COUNSEL.
JOHN F. NICHOLS, CASHIER.

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D. J. STAPLES.....President.
ALPHEUS BULL.....Vice-President.
GEO. D. DORNIN.....Secretary.

FIREMAN'S FUND

INSURANCE COMPANY,

San Francisco, California.

LOSSES PAID TO DECEMBER 1, 1877.

Alabama	$1,208
Connecticut	39,989
District of Columbia	3,861
Georgia	16,678
Illinois	665,390
Indiana	40,393
Iowa	49,140
Kansas	6,317
Kentucky	13,136
Maine	19,276
Maryland	4,980
Massachusetts	281,321
Michigan	42,247
Minnesota	13,409
Missouri	50,047
Nebraska	4,952
New Jersey	6,308
New York	368,297
North Carolina	2,745
Ohio	51,536
Pennsylvania	80,563
Rhode Island	31,714
South Carolina	20,914
Tennessee	1,142
Texas	28,460
Virginia	28,087
Wisconsin	42,835
West Virginia	3,021
	$1,917,813
California, Oregon and Nevada, to Jan. 1, 1877	1,329,125
Total	**$3,246,938**

SKEELS & BOUGHTON, Agents,
176 BROADWAY, - - NEW YORK.

THOS. S. CHARD, Manager,
23, 25 & 27 LA SALLE STREET, CHICAGO.

1825. THE 1878.

PENNSYLVANIA

Fire Insurance Company,

OF PHILADELPHIA,

510 Walnut Street.

Capital, paid in Cash	$400,000.00
Reserve for all Liabilities, including Reinsurance	784,371.48
Net Surplus	520,109.88
Total Assets	$1,704,481.36

DIRECTORS.

JOHN DEVEREUX,	DANIEL SMITH, Jr.
ISAAC HAZLEHURST,	THOMAS ROBINS,
THOMAS SMITH,	HENRY LEWIS,
J. GILLINGHAM FELL,	DANIEL HADDOCK, Jr.,

FRANKLIN A. COMLY.

JOHN DEVEREUX.....President.
WM. G. CROWELL.....Secretary.
JOHN L. THOMSON.....Assistant Secretary.

CHARTER OAK LIFE

Insurance Company,

OF HARTFORD, CONN.

Incorporated A. D. 1850.

PURELY MUTUAL.

Appraised Assets	**$8,973,962.91**
Total Liabilities	**8,871,693.34**
Surplus	**102,269.57**

DIRECTORS.

GEO. M. BARTHOLOMEW, *President*	Hartford.
HALSEY STEVENS, *Secretary*	"
W. L. SQUIRE, *Ass't-Secretary*	"
WILLIAM FAXON	"
JOTHAM GOODNOW	"
ROWLAND SWIFT	"
ELISHA CARPENTER	"
E. J. BASSETT	"
D. W. C. SKILTON	"
S. R. McNARY	"
W. E. BAKER	"
C. G. MUNYAN	"
C. S. DAVIDSON	"
CLAPP SPOONER	Bridgeport.
S. W. ROBBINS	Wethersfield.
ALEX. STUDWELL	New York City.
I. A. SHEPPARD	Philadelphia.
D. L. BARTLETT	Baltimore.
THOMAS A. LOGAN	Cincinnati.
GEO. SHERWOOD	Chicago.
E. O. STANARD	St. Louis.

THE

WASHINGTON LIFE INS. CO.

OF NEW YORK.

CYRUS CURTISS,.....President.

ASSETS,	$5,371,028.15
SURPLUS,	930,915.95

The *great* and *special feature* of the WASHINGTON is NON-FORFEITABLE DIVIDENDS, that hold policies in force though the premiums be unpaid. This feature is the right of the policy-holder, made so by the charter of the Company.

W. A. BREWER, Jr.,.....*Vice-President.*
WILLIAM HAXTUN,.....*Secretary.*
CYRUS MUNN,.....*Assistant-Secretary.*
DR. B. W. M'CREADY,.....*Medical Examiner.*
E. S. FRENCH,.....*Superintendent of Agencies.*

Coal and Iron Exchange Building,
COR. NEW CHURCH & COURTLAND STS., N. Y.

HOME

INSURANCE COMPANY,

OF COLUMBUS, OHIO.

Capital	$250,000.00
Total Assets	414,833.83
Net surplus (after deducting Liabilities and Reinsurances).	70,087.83

Statement, January 1st, 1878.

Cash in Bank	$37,628.77
In Agents' hands and in course of transmission	57,450.23
Due at Local Office	4,621.08
Real Estate unincumbered	34,500.00
Loans on First Mortgage and Interest accrued	100,676.51
U. S. Bonds, market value	100,320.00
Columbus City and other municipal Bonds	13,980.00
Railroad Bonds, market value	39,700.00
Loans on Bank Stock	9,775.00
Loans on Government Bonds	726.66
Bills Receivable	12,356.26
Interest accrued on all Securities except Mortgages	4,500.00
Due from other Companies for Reinsurance	3,602.32
Personal Property	5,000.00
	$414,833.83

LIABILITIES.

Losses in suspense	$18,500.00
Reinsurance Fund	76,246.00
Capital Stock	250,000.00
	$344,746.00
Net Surplus	70,087.83
Losses Paid since Organization	*$2,700,000*

J. B. HALL.....President.
B. S. BROWN.....Vice-President.
H. N. HENDERSON.....Secretary.
R. S. HART.....General Agent.

New York Office, - 152 Broadway.

THE

MISSOURI VALLEY

Life Insurance Co.,

LEAVENWORTH, KANSAS.

OFFICERS:

D. M. SWAN,.....*President.*
J. L. ABERNATHY,.....*Vice-President.*
J. I. JONES,.....*Secretary.*

Possesses the following valuable features:

Its funds are invested at high rates of interest.

Its policies are all non-forfeitable after two annual payments.

It has no restrictions on travel. Its policies are world-wide.

It issues the Registered Policy, secured by deposits with the state treasurer, under the laws of the state of Kansas.

It issues a popular form of Tontine Dividend Policy.

HARRY O. JONES,

Manager for the State of New York,

Office, 141 Broadway.

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AMAZON.

INSURANCE COMPANY,

CINCINNATI.

Cash Capital and Individual Liability

$600,000.

Financial Statement—January 1, 1878.

ASSETS.

United States Bonds, market value		$130,984.00
Mortgage Loans		181,284.28
State and Corporation Bonds and accrued Interest		32,493.21
Collateral Loans and Bills Receivable		22,184.75
Accounts Receivable and due from other Insurance Companies		13,698.24
Cash on hand and in course of transmission		15,330.71
Agency Balances		16,656.15
Real Estate		256,660.00
Office Furniture, Fixtures, etc		3,000.00
		$672,291.34

LIABILITIES.

Outstanding Losses and other Liabilities	$63,595.29	
Due for Reinsuring Eastern Business	19,773.00	83,368.29
Security to Policyholders		$588,923.05
Reinsurance Reserve	$95,829.00	

GAZZAM GANO ..... President.

D. N. COMINGORE ..... Vice-President.

J. H. BEATTIE ..... Secretary.

LIFE ASSOCIATION OF AMERICA

ST. LOUIS, MO.

H. W. HOUGH, - - - - President.

JOSEPH W. BRANCH ..... Vice-President.

GEO. H. LOKER ..... 2d Vice-President.

EDWIN W. BRYANT ..... Actuary.

J. S. PIERCE ..... Secretary.

LIFE, ENDOWMENT AND TERM INSURANCE.

NEW HAMPSHIRE

FIRE INS. CO.,

MANCHESTER, N. H.

January 1, 1878.

Cash Capital	$250,000.00
Reserve for Reinsurance	98,866.51
Reserve for Unpaid Losses	20,627.00
Net Surplus	113,478.14
Total Assets	$482,971.65

Ex-Gov. E. A. STRAW ..... President.

Ex-Gov. JAS. A. WESTON ..... Vice-President.

JNO. C. FRENCH ..... Secretary.

GEO. W. EASTMAN ..... Assistant Secretary.

FRANK A. McKEAN ..... Special Agent.

JOHN M. WHITON, AGENT,

165 AND 167 BROADWAY, - - NEW YORK

STANDARD

FIRE INS. CO., OF NEW JERSEY,

AT TRENTON.

January 1, 1878.

Capital paid up $200,000.00

LIABILITIES.

Capital	$200,000.00
Reinsurance	78,398.89
Unpaid Losses	14,513.19
Net Surplus	9,392.14
	$302,304.22

WM. DOLTON ..... President.

JOS. B. WRIGHT ..... Secretary.

New York Office, No. 155 Broadway,

MONROSE & MULVILLE, AGENTS.

PROTECTION AND PROFIT.

THE

TONTINE INVESTMENT POLICY

OF THE

New York Life Ins. Co.

[346 & 348 BROADWAY,]

Combines in one form the greatest number of advantages attainable in a Life Insurance Policy. It appeals at once to the intelligence of all who understand the principles and practice of Life Insurance.

ALL POLICIES, WHETHER ON LIFE OR ENDOWMENT TABLES, ARE SUBJECTED TO

NO HIGHER CHARGE IN PREMIUM RATES,

IN TAKING THE "TONTINE INVESTMENT" FORM.

The extra benefits of this class are conditioned only upon the continuance of the policy for a certain specified term, *or Tontine period of ten, fifteen or twenty years.*

Two things most desired in Life Insurance are, the **certainty of protection in early death, and profit in long life.** These are combined in the "Tontine Investment Policy" of the NEW YORK LIFE INS. CO.

LIFE INSURANCE AGENTS AND OTHERS ARE INVITED TO APPLY FOR DETAILED EXPLANATIONS OF THIS PLAN.

WILLIAM H. BEERS, VICE-PRESIDENT. MORRIS FRANKLIN, PRESIDENT.

D. O'DELL, Superintendent of Agencies. THEODORE M. BANTA, Cashier.

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1851. 1878.

PHŒNIX MUTUAL

LIFE INSURANCE COMPANY,

OF HARTFORD, CONN.

Assets, January 1, 1878.....$11,046,614.90

Liabilities, " " 10,738,434.98

Surplus..... $1,058,920.92

Income in 1877.....$2,189,606.92 | Paid Death Losses and Endowments..... ..$753,848.85

Paid Dividends to Policyholders.....$335,981.16

AARON C. GOODMAN, PRESIDENT.

JONATHAN B. BUNCE, VICE-PRESIDENT. JOHN M. HOLCOMBE, SECRETARY.

BUFFALO

Insurance Company.

Capital paid in in Cash	$200,000.00
Reserve for all Liabilities, including Re-insurance	64,798.75
Net Surplus	46,780.61
Total Assets, January 1, 1878	$311,579.36

PASCAL P. PRATT,..... *President.*

EDWARD B. SMITH,..... *Secretary.*

EQUITABLE FIRE INS. CO.,

NASHVILLE, TENN.

14th Semi-Annual Statement, January 1, 1878.

ASSETS.	Market Value.
United States bonds	$105,250.00
Railroad, county and municipal bonds	171,338.65
Cash in bank and in Company's office	16,450.64
Premiums in course of collection	17,321.39
Real Estate loan	633.71
	$310,994.39
LIABILITIES.	
Losses adjusted and unadjusted	$11,114.11
Reinsurance Fund	72,175.60
Capital	200,000.00
Net Surplus	27,704.68
	$310,994.39

Surplus as to Policyholders, $227,704.68.
Percentage of Assets to Liabilities, 3-73.

D. WEAVER.....President.
A. G. ADAMS.....Vice-President.
JOHN D. ANDERSON.....Secretary.
J. O. TREANOR.....Assistant Secretary.

TRANSATLANTIC

FIRE INSURANCE COMPANY,

OF HAMBURG, GERMANY.

STATEMENT, JANUARY 1, 1878.

SUBSCRIBED CAPITAL (Gold)	$1,125,000.00
Called in and paid up	225,000.00
Reserve for all other Liabilities, including Reinsurance	277,031.30
Net Surplus	128,130.00
TOTAL CASH ASSETS	$630,161.30

Deposited with the New York Insurance Department,
$200,000 5-20 U. S. Bonds.

United States Branch, 160 Broadway,
NEW YORK.
HENRY HONIG, - - - - - - - - MANAGER.

19th Annual Statement, January 1, 1878.

AMERICAN INSURANCE CO.

ORGANIZED A. D. 1859. **CHICAGO, ILL.**

Policies issued upon the Stock or Instalment Plan. Insurance confined to Dwelling Houses, Private Barns, their Contents, Farm Property, Churches and School Houses. No Policies written on property situated in Chicago or any large city. Number of Policies written from 1859 to 1878, 284,876; in force, 138,310.

CASH CAPITAL, - - - - - - $200,000.

Total Cash Assets	**$904,224.31**
Reinsurance Reserve and all other liabilities	**433,919.24**
Cash Surplus as regards Policyholders	**$470,305.07**
Deduct Capital	**200,000.00**
Cash Surplus as regards Stockholders	**$270,305.07**
Instalment Notes on hand Jan. 1st, 1878	**$1,732,692.34**
Losses paid from 1873 to 1878	**1,299,420.14**

DIRECTORS.

H. Z. CULVER, HON. WM. H. BRADLEY, HON. H. N. HIBBARD, CHAS. L. CURRIER.
D. A. KNOWLTON, JR., M. A. HOYNE, HON. J. M. BAILEY, LOYAL L. MUNN.
WM. H. OVINGTON, R. B. CURRIER, NICHOLAS KRANSZ.

OFFICERS.

H. Z. CULVER, PRESIDENT. HON. H. N. HIBBARD, VICE-PRESIDENT. CHAS. L. CURRIER, SECRETARY.
M. A. HOYNE, TREASURER. R. B. CURRIER, GENERAL AGENT.

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The Chronicle.

A Weekly Insurance Journal.

VOL. XXII., No. 4. OFFICE, 145 BROADWAY. | NEW YORK, THURSDAY, JULY 25, 1878. | J. J. W. O'DONOGHUE, Editor.

Entered according to Act of Congress, in the year 1878, by "THE CHRONICLE Publishing Co." in the Office of the Librarian of Congress, at Washington.

The Mortgage Clause in Fire Insurance Policies.

The long debated and still unsettled question of the wisdom of inserting in, or attaching to, fire insurance policies what is known as the "mortgage clause" has recently attracted increased attention. The special committee appointed by the New York Board of Underwriters to prepare a mortgage clause, whereby the interests of all parties concerned will be equally protected, met in this city on Saturday last. The difficulty in the way of accomplishing this task at once presented itself to the committee, the members of which, after discussing the *pros* and *cons* of the question, adjourned without taking any decided action in the matter.

The principal evils which will arise, and have in some instances already arisen, to thwart the interests of the companies in or upon whose policies the mortgage clause is inserted or attached, are the duplication of the payments of losses and the impetus which such payments will give to the development of conspiracies to defraud the companies through incendiarism. Against these evils is placed as a set off the facility which the introduction of the clause referred to affords to companies in their efforts toward securing an increased measure of business through the patronage of money loaning institutions.

As to the first evil noticed there cannot be any dispute about its existence under the law of this state, as interpreted by the supreme court and the court of appeals in the case of Hastings *v.* the Westchester fire insurance company. The facts in this case, briefly stated, are as follows: In May, 1875, Mrs. Stout was owner of a building in Tarrytown, on which she had $4,000 insurance in the Lycoming insurance company and $10,000 in the Westchester insurance company. Other insurance was permitted. It appears at the time mentioned Hastings held a mortgage on the building for $14,000. Fifteen months thereafter, on request of Hastings and with consent of the owner of the building, the Westchester fire insurance company indorsed upon its policy, "Loss, if any, payable to Maria L. and Eastburn Hastings, trustees and mortgagees," and affixed the usual mortgage clause or slip. In November, 1876, a fire occurred, by which the premises insured were damaged to the amount of $9,832.52. The Lycoming insurance company paid to Mrs. Stout its proportion of the loss. Hastings claimed the whole amount of the loss upon the policy of the Westchester insurance company. The supreme court general term sustained this claim, and gave judgment against the Westchester insurance company for the whole amount of the loss, and this judgment was recently affirmed by the court of appeals. Thus, the insured received $12,641.80 for a loss of $9,832.52.

Now, whether this decision is founded in good law or not, it is and shall remain until reversed as the proper interpretation of the law governing such cases. Of course, under the subrogation provision the Westchester insurance company can take the place of the mortgagee, and by paying the whole sum due on the mortgage it can obtain full power to collect the same in the name of the mortgagee. But in this case the property was rendered by the fire comparatively valueless.

This decision clearly reveals the strong inducements offered by the mortgage clause for the formation of conspiracies between mortgagors and mortgagees to destroy property upon which insurance equal to its value, or even nearly so, has been obtained. In fact, under this decision a mortgagor and a mortgagee are practically enabled to separately insure for their individual benefit the same property for its full value. Thus, the man who is bent on the destruction of his property, so that he may recover the insurance thereon, can first secure the coöperation of a friendly mortgagee, who will insure his mortgage interest in the same property; then the incendiary torch will be successfully applied, and, as a natural sequence, the insurance companies will be called upon to pay a double loss—loss to the owner and loss to the mortgagee.

Besides the increased moral hazard which the decision suggests, it also presents a strange anomaly. Under it the Westchester fire insurance company is made to appear as engaging in a branch of business which, under its charter, it is not empowered to transact, namely, insuring mortgages.

But, as already intimated, the law applicable to cases similar to that of Hastings *v.* the Westchester fire insurance company must be read in the light of the decision of the court of appeals. What, then, is to be done? Clearly, the companies cannot continue to attach to their policies this dangerous mortgage clause, under which the Westchester fire insurance company has been made to pay more than it really bargained for. Nor is it to be supposed that the moneyed institutions will be satisfied with a complete abandonment of the clause by the insurance companies. That such modification in its provisions as will protect the companies, and restrict, if not prevent, fraudulent claims being recovered under it is required, no one will dispute. Indeed, the practice of granting many of the most sweeping of these mortgage clauses is universally regarded by the officers of companies as reprehensible and dangerous. Were it not for the reckless competition which prevails in the business few, if any, of the reputable companies would hesitate to amend such clauses, so as to render them comparatively, if not wholly, safe. Be this as it may, the action of the court of appeals gives to the mortgage clause question an importance which cannot be overlooked. That action indisputably reveals the dangers of a practice in which not one but all the fire insurance companies are engaged, and clearly indicates the necessity for a speedy and a practical solution of the problem recently submitted to the special committee of the New York Board of Underwriters.

The Fire Record.

In this issue of THE CHRONICLE we present our regular monthly statement of losses by fire and specials burned in the United States and Canada, together with a comparative statement of losses during the six months ending June 30th, 1878, 1877 and 1876.

The record of loss in the United States during the month of June of this year shows a reduction as compared with the corresponding period of last year in total loss of $1,936,600, and a

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reduced loss to insurance companies of $1,234,300; while compared with the loss recorded for June, 1876, it shows an increased loss of $330,600, and an increased loss to insurance companies of $545,100. The loss in Canada during last month will not bear comparison with that recorded for June, 1877, for the reason that the latter includes the $21,275,000 loss occasioned by the great conflagration at St. John, N. B. By a fire in June, 1876, in St. Johns, a town on the banks of the river Richilieu, a loss of $1,500,000 was incurred. If this amount were excluded the loss in Canada in June, 1878, and in June, 1876, would be nearly equal.

Special hazards burned in the usual proportion during the month. Country grocery stores were reduced in number by the destruction of 37; hotels followed next, 32 of this class of risk being destroyed; woodworking establishments and drug stores retained their prominent place in the record of destruction; and other specials, such as restaurants, liquor stores and livery stables, disappeared in about the usual proportion.

In the comparative statement of losses for the six months there is much food for digestion. The total loss recorded in the United States for the past six months will remind underwriters of the unusually small number of large fires that occurred during that period. In the first half of 1877 we had many large fires, including one at Bond street, New York, and the other in Galveston, Texas, and yet we managed to burn up property worth $31,720,000, or $2,163,800 less than during that period. Of the reduction in the aggregate loss as compared with that of the two previous half years, there is no doubt that some portion of it is attributable to the depreciation in the value of property. This is shown in the increased number of fires, and in the number of specials burned. The average loss per fire for the six months of this year was $6,127; while the average loss per fire for the corresponding six months of last year, not including the loss by the St. John conflagration, was $7,320, and the average loss by each special burned during the same periods, respectively, was $7,928 and $9,262.

But we need not continue these comparisons further. Every underwriter can see for himself in the tables that while the value of the property destroyed has been less and that less loss has been incurred by insurance companies during the past six months than during the corresponding periods of the two previous years, yet the reduction when investigated becomes so small that it can hardly be appreciated or regarded as a tangible reduction. Indeed, the six months' record suggests most strongly the necessity for providing against the results of large conflagrations, from which our cities and towns cannot now more than heretofore claim immunity. As it is, the record is anything but satisfactory; what it may become before it is completed for the year the interim alone can reveal.

H. W. Baldwin.

The "inspired organ" of the United States life insurance company in its last issue supplied this piece of intelligence:

H. W. Baldwin cleared about $50,000 by his agency business in 1877. This is not bad considering the dull times.

H. W. Baldwin is "middle department superintendent" of the United States life insurance company. The total premium income of this company during the year 1877 amounted to $885,341.70.

Referring to Baldwin's income from the New Jersey Mutual life, *ex-officio* Insurance Commissioner Kelsey, in his report on the examination of that concern, made on August 15th, 1877, says:

He claims that his income from the business of the company exceeded $20,000 a year, which was 4¼ per cent. of their total cash premiums, as shown by last report—viz., $456,058.52 in 1875. He was paid by commissions on premiums collected, which in some cases reached the extraordinary figure of 65 per cent. of the gross premium, and also had a stated salary, independent of the amount of business done, besides office rent, clerk hire and incidental expenses paid. Thus, the expense of portions of his business exceeded the total premiums he collected thereon, and is claimed to have cost the company at times 150 per cent., *i. e.*, for every dollar he collected in premiums on such business he received from the company a dollar and a half.

It will be interesting to refer to some of Baldwin's methods in the past to swell his income. One instance of these methods will suffice at this time. It will be remembered that in 1875 the Commonwealth life insurance company, of New York, was reinsured in the New Jersey Mutual. Henry W. Baldwin appears to have negotiated this reinsurance. He entered into an agreement with Stedwell, president of the New Jersey Mutual life insurance company, under which he was appointed special agent of that company to secure the transfer, surrender or exchange for New Jersey Mutual policies of the Commonwealth policies. This agreement, the monstrous provisions of which can hardly be perused calmly even at this late day, we print *verbatim et literatim*, as follows:

This agreement, made this sixth day of March, A. D. 1875, between the New Jersey Mutual life insurance company, of Newark, New Jersey, party of the first part, and Henry W. Baldwin, of New York, party of the second part,

Witnesseth, That for and in consideration of the covenants and agreements hereinafter contained, and of other valuable considerations, the said party of the first part hereby constitutes and appoints the said party of the second part its special agent for the purpose of taking full charge and control of all policies and business appertaining thereto which may be assumed by said party of the first part under contracts made or to be made with the Commonwealth life insurance company, of New York; and said party of the second part shall have full authority as such agent to procure the change of all such policies to policies in the party of the first part, in such manner and on such terms as he may deem proper, subject only to the provisions of this agreement and to the directions of the president of the party of the first part. The said party of the second part hereby accepts such appointment, and agrees to devote his best services to the business herein named.

It is agreed that all policies issued by the party of the first part *in lieu of the policies* of said Commonwealth life insurance company *shall be credited to Henry W. Baldwin, as superintendent of the middle department of said company, and shall thenceforth be treated like all other business transacted through his office.*

The said party of the second part hereby agrees, further, to cause the agents in his employ, or hereafter to be appointed, to make every practicable effort to make such exchange of the policies named, and also to negotiate, upon the *best terms possible*, the extinguishment of the liability of the said party of the first part under or by reason of any of such policies.

It is hereby mutually agreed that said party of the second part shall not receive any extra salary or remuneration for such services, except for the expenses of agents and necessary disbursements, and this contract shall in no manner affect the previous contracts between the parties hereto.

The said party of the first part further covenants and agrees that upon the surrender to it by said party of the second part of any of the policies issued by the said Commonwealth life insurance company, and assumed by said party of the first part, so receipted, assigned and relinquished as to extinguish the liability of said party of the first part under or by reason thereof, the said party of the first will pay to said party of the second part a sum equal to *seventy per cent. of the reserve of such surrendered policies*, computed according to the standard of the insurance department of the state

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of New York, such payments to be made out of the proceeds of the assets transferred and set over to the said party of the first part by said Commonwealth life insurance company.

It is further agreed that all sub-contracts, commissions and expenses incident to this business shall be subject to the approval of said president of the said party of the first part, and when so approved shall be chargeable to said party of the first part.

In witness whereof the parties hereto have set their hands and seals the day and year in this contract first set forth.

In the presence of

[L. S.] D. O. TALBOT. J. H. STEDWELL,
[L. S.] LOGAN WALLER. *Pres't N. J. Mut. Life Ins. Co.*
HENRY W. BALDWIN.

Commissioner Kelsey, in the report already referred to, says that "Baldwin's share in this transaction amounted to $52,515.26, as shown by a statement over his own hand, now in possession of the authorities." The policyholders of the Commonwealth and the New Jersey Mutual life insurance companies are apt to be of the opinion that they were unjustly, if not unlawfully or dishonestly, deprived of the sum mentioned by Mr. Kelsey as Baldwin's share.

Tennessee State Board of Underwriters.

A well attended meeting of Tennessee fire insurance agents was held at Nashville on the 17th inst., when a state board of underwriters was organized.

E. D. Hicks, president of the Nashville Board of Underwriters, called the meeting to order, and proposed the name of R. D. Reed, of Murfreesboro, as temporary chairman. This proposition being adopted, H. C. Ross, of Nashville, was appointed temporary secretary. A committee on permanent organization, consisting of the following named gentlemen, was then appointed: Messrs. Elam, Columbia; Thomas, Nashville; Mason, Memphis; Trevathan, Paris.

After the adoption of a constitution and by-laws the election of permanent officers was proceeded with and resulted as follows: President, E. D. Hicks, Nashville; vice-presidents, John G. Lausdale, Memphis; John M. Brooks, Knoxville.

The following gentlemen were unanimously elected as members of the executive committee for the ensuing year: W. J. Colburn, of Chattanooga, for East Tennessee; Carrington Mason, of Memphis, for West Tennessee; and John D. Anderson, of Nashville, for Middle Tennessee. On motion, Henry B. Anderson was elected permanent secretary and treasurer.

During the proceedings the following telegram from Alfred G. Baker, president of the Franklin fire insurance company, of Philadelphia, and president of the National Board of Underwriters, was read:

PHILADELPHIA, July 16, 1878.

H. B. ANDERSON, *Secretary Nashville Board of Underwriters:*

The president of the National Board sends greeting to his co-workers, in convention assembled, with this emblematic motto, "One for all" and "all for one."

ALFRED G. BAKER, *President.*

A letter from Mr. Baker, heartily approving and commending the work in hand, was also read, as were letters from many other prominent underwriters.

Sound Life Insurance Companies.

From the New York Tribune.

Some of the recent criticisms of life insurance management have been strangely unfair. This vast interest, involving the happiness of more than 600,000 families, and the investment of more than $400,000,000 of capital, should not be wantonly or maliciously sacrificed by unjust criticism. It is peculiarly desirable at this time, when all important branches of business are struggling to reestablish themselves on a solid specie basis, and when the insurance business, in particular, has been subjected to most rigid examination, that there should be sharp discrimination between the companies which have borne the test with success, showing undoubted solvency notwithstanding the general depression and the great losses of the last four years, and those which have been mismanaged or have become insolvent. Yet there are people who still persist in creating distrust, so far as they can, not of particular companies, but of the management and condition of insurance business generally. It is wildly asserted, for instance, that the decrease in the assets of the companies has been alarming, and that the decline in their business has proved the inability of the companies, as now administered, to reestablish the confidence which their own mismanagement has impaired. Now, no person who has any knowledge of this business will think these remarks just, as applied to either of several companies, the perfect solvency of which no one has ever doubted. It would be easy to name a dozen life companies which all intelligent men know to have been very ably, honorably and successfully managed. But the object here is not to commend any of the companies separately to public confidence, but to point out the exceeding injustice of sweeping and random censures which assail the credit as well of the best and strongest as of the weakest companies.

It is the common fault to imply that life insurance generally is to be suspected, because some kite-flying or swindling concerns, started during the period of reckless speculation, have gone down in dishonor, while some others, formerly sound and honorable, have fallen into knavish management. But this is in the last degree unjust. No candid person suspects the credit of A. T. Stewart & Co. because many weak or speculative dry goods dealers have failed. On the contrary, it is seen that the removal of an excessive and desperate competition actually strengthens the firms which have been able to sustain themselves. So it is in life insurance. The weeding out process is at least as beneficial to the best and most firmly established concerns in that business as in any other that can be named.

In a time of general suffering, when the millions are forced to deny themselves luxuries, pleasures, and even necessaries, it happens that fewer persons are able to buy clothes, houses, railway travel or insurance. Does this enforced economy of the people show that there is a just suspicion of the integrity of woollen or cotton manufacturers, of real estate owners, railways or insurance companies? Decrease in the amount of business done is the necessary consequence of a long continued prostration of commerce and industry, and it inevitably extends to life insurance, as to every other branch of business. It is not the fault of the companies that fewer persons are able to pay for insurance; it is not the fault of the sound and unquestionably well managed companies that fewer persons do maintain or take out policies.

In the face of long continued prostration the insurance companies now doing business in this state have certainly sustained themselves remarkably. They show that they have actually increased every year in gross assets, notwithstanding reductions in valuation of property. The apparent decline in gross assets last year was wholly owing to the withdrawal of the Charter Oak and others from the list of companies reporting in this state; the remaining companies show larger assets in the aggregate than they have done in any year before. Their surplus as regards policyholders is actually larger by about $20,000,000 than it ever has been, and their reports show that their assets are more carefully invested, and their property is more scrupulously valued. If there are individual companies which merit suspicion, a candid critic will name the companies and give the reason. But it is peculiarly unfair and cruel, after the better companies have so manfully invited criticism, so successfully borne investigation, so carefully conducted their business and preserved the assets intrusted to them, to include them with those which have failed, in one indiscriminate and wanton charge of unsoundness. Certainly it is not for the public good to create needless, blind and unwarranted panic.

Fire Insurance Stocks.

CONTINUED PROTECTION—BOOK VALUE JULY 1, 1878.

From the New York Journal of Commerce.

The fire insurance companies for many years have been required to post up their books and make returns to the department at Albany annually on the first of January. These returns are then revised and corrected by the superintendent, and the value of the several stocks as shown by the books is made up as an official record. Knowing the great interest felt in this subject, we two years since inaugurated the system of semi-annual reports, and succeeded in obtaining from the several companies a copy of the

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figures on their books showing their standing on the first of July. These returns were given us as an act of courtesy, no official call having required them; but they were full of interest, and our enterprise in collecting them was acknowledged by all concerned. This year the department has borrowed a leaf from our book, and has made an official call for these semi-annual returns. Of course, it will be several months before the official table will be issued, but we made our own private collection as usual. We have retained the book value as shown in the January statement, thus making the comparison one of great value. With this return of the book value of the stock, based on the assets in the hands of the corporation, the sales of the respective shares in this market brought down to current date will possess increased interest. Both are based, not on the actual par value of the stock, but on each $100 of such par value:

COMPANY.	Capital	Last Semi-Annual Divid'nd.	Par Value	Net Book Val'e, January 1, 1878	Net Book Val'e, July 1, 1878	Last Sales
Adriatic	$200,000	5	25	109.17	114.50	60
Ætna	200,000	5	100	111.15	109.00	85
*American	400,000	7	50	229.93	240.00	140
Amity	200,000	..	100	95.19	101.50	59½
Arctic	200,000	..	20	96.27	...	62½
American Exchange	200,000	5	100	136.09	139.63	100
Atlantic	200,000	5	150	154.78	139.32	100
Bowery	300,000	10	25	230.70	238.52	210
Broadway	200,000	10	25	250.42	253.98	199¾
Brooklyn	153,000	10	17	233.91	237.11	192½
*Citizens'	300,000	10	20	256.47	264.47	175
City	210,000	5	70	185.46	185.20	120
Clinton	250,000	6	100	155.24	160.00	132
Columbia	300,000	..	30	94.04	100.67	50
Commercial	200,000	8	50	182.40	195.84	133
*Continental	1,000,000	6.65	100	196.65	200.68	160
Commerce	200,000	..	100	101.00	101.00	62½
Eagle	300,000	10	40	265.57	265.57	207½
Empire City	200,000	5	100	148.29	151.98	110
Emporium	200,000	..	100	90.13	94.10	98
Exchange	200,010	5	130	155.86	155.15	125½
Farragut	200,000	7½	50	177.29	180.62	125
Firemen's	204,000	5	17	147.89	144.39	112½
Firemen's Fund	150,000	..	10	91.06	91.06	50
Firemen's Trust	150,000	5	10	153.85	161.50	110
Franklin	200,000	..	100	102.50	96.00	50
Gebhard	200,000	..	100	85.88	....	50
Greenwich	200,000	7½ qr	25	250.83	260.59	258
Germania	500,000	7	50	230.60	236.00	154¾
German-American	1,000,000	5	100	168.69	171.00	120
Globe	200,000	5	50	158.07	164.88	125
Glens Falls	200,000	5	10	266.84	....	145
Guaranty	200,000	..	100	85.10	....	71
Guardian	200,000	3½	100	112.50	116.65	65
Hamilton	150,000	7½	15	186.09	191.80	142
Hanover	500,000	5	50	210.68	230.00	135
Hoffman	200,000	5	50	149.23	149.23	95
Home	3,000,000	5	100	133.89	139.30	111
Hope	150,000	5	25	113.65	112.00	70¼
Howard	500,000	5	50	126.91	130.01	108
Importers' and Traders'	200,000	5	50	152.08	156.45	104½
Irving	200,000	5	100	119.73	120.40	85
*Jefferson	200,010	5	30	248.40	249.07	130
Knickerbocker	280,000	..	40	117.76	109.52	95
Kings County	150,000	10	20	230.00	232.00	175
Lafayette	150,000	8	50	200.72	208.50	150
Lamar	200,000	5	100	163.46	163.46	105
Lenox	150,000	5	25	138.62	135.00	92½
*Long Island	200,000	8	50	239.95	247.38	160¾
Lorillard	300,000	5	25	126.83	128.00	82
Manhattan	250,000	5	100	180.29	190.00	103
Manufacturers' & Builders'	200,000	6	100	196.40	200.71	138
Mechanics'	150,000	10	50	218.01	222.34	160
Mechanics' and Traders'	200,000	10	25	234.10	233.00	170
Mercantile	200,000	5	50	124.97	127.19	85
Merchants'	200,000	8	50	195.50	185.44	145
Montauk	200,000	5	50	157.45	157.40	121½
Nassau	200,000	10	50	205.86	191.00	180
National	200,000	5	37½	151.75	157.93	109
New York Equitable	210,000	10	35	254.27	255.85	192½
New York	200,000	7	100	189.39	185.50	150
†New York City	300,000	..	100	115.00	116.75	68
‡New York and Boston	200,000	..	100	108.25	110.17	60
Niagara	500,000	5	50	189.76	190.00	115
North River	350,000	5	25	135.47	135.90	120¼
Pacific	$200,000	10	25	312.44	309.48	231½
Park	200,000	6	100	151.28	152.25	110½
People's	150,000	6	50	172.59	174.86	116
Peter Cooper	150,000	10	20	237.35	238.00	125
Produce Exchange	200,000	..	100	101.62	105.50	70
Phenix	1,000,000	5	50	174.13	170.50	130
Relief	200,000	5	50	127.86	134.20	85
*Republic	300,000	5	100	104.10	115.00	70
Ridgewood	200,000	5	100	130.87	137.50	95
Rutgers	200,000	10	25	201.89	202.89	155
Safeguard	200,000	8	100	157.42	159.50	122
Star	200,000	5	100	164.87	154.01	118
St. Nicholas	200,000	4	25	107.24	109.70	80½
Stuyvesant	200,000	7	25	178.18	175.77	131
Standard	200,000	6.23	50	180.02	184.72	128
Sterling	200,000	5	100	126.09	127.40	92½
Tradesmen's	150,000	5	25	212.39	221.41	133½
United States	250,000	6	25	191.46	195.00	134½
Williamsburgh City	250,000	10	50	263.25	265.61	196
Westchester	300,000	5	10	173.66	165.50	113
Metropolitan Plate Glass	100,000	5	100	110.00	125.24	105

* Scrip included. † Figures made after merging with the Resolute. ‡ Paid assessment, examined and verified by the insurance department since January 1.

Fractional Currency.

—Charles F. Mullins, assistant manager New York branch of the Commercial Union insurance company, London, England, has been deservedly promoted to the charge of the western department of the company, with headquarters at Chicago. Mr. Mullins in his new field has wider scope for his ability, and will quickly win for himself and his company hosts of new friends.

—The Pennsylvania fire insurace company, of Philadelphia, is paying the penalty of greatness by its name having been copied in an abbreviated way by the short lived defunct "Penn" fire insurance company of the same city, and whose affairs are now in the hands of a receiver. The *Pennsylvania* is over half a century old, has a capital of four hundred thousand dollars, and a surplus of over half a million dollars in excess of capital, reinsurance reserve and all other liabilities. Its management has conservative, old time notions that insurance means indemnity in case of loss to the insured by fire, and the company is governed accordingly.

—The London and Lancashire insurance company, of London, England, has entered the United States to compete for business, and has appointed as its managers for the south Messrs. Barbee & Castleman, of Louisville, Ky., than whom more popular, honorable or able managers the company could not have selected to represent it. Chas. H. Case, of Chicago, has the management of the western department.

—Judge Daniels of the New York supreme court granted on the 23d inst. the application of Romeyn Van Volkenberg and his wife for permission to sue the receiver of the Atlantic Mutual life insurance company on a policy of insurance for $5,000 upon the life of Volkenberg, payable at his death to his wife. In their petition the applicants state that they are now entitled to $570, as net reserve, less any indebtedness that may be outstanding against the company. They also state that at the time the receiver took charge of the assets of the company the outstanding policies numbered 3,000, insuring lives in the sum of nearly $5,000,000. The indebtedness of the company, estimated by its actuary, was $1,100,000, and its total available assets about $1,200,000.

—The consolidation of the Star and Gebhard fire insurance companies has been effected. The business will be carried on by the former named company, the number of whose officers is increased by the election of J. R. Smith, late vice-president of the Gebhard, to a similar position in it.

—The New Orleans local board of underwriters has donated $500 and $200 to the widow and sister, respectively, of the two brave firemen who were killed at their post of duty during a recent fire in that city.

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—E. W. Bond, president of the Massachusetts Mutual life insurance company, of Springfield, Mass., is recruiting his much impaired health at the White Mountains.

—Charles Sewall has been appointed to the position of assistant manager of the United States branch of the Commercial Union insurance company. Those who have transacted business with Mr. Sewall while engaged in the New York office of the Liverpool and London and Globe insurance company, need not be reminded of the uniform courtesy with which that gentleman treated them. While in that office he won the respect and esteem of all with whom he came in contact. In his new position Mr. Sewall will further increase his popularity and promote the best interests of the company which has been so fortunate as to secure his valuable services.

—A warm reception is being provided in New Hampshire for tramps. A bill has been reported in the legislature to punish these wandering pests with fifteen months in state prison for kindling fires on land without the owner's consent, two years for carrying fire arms, and five years for any malicious injury to personal or real estate. The bill also provides a bounty of $10 for each tramp convicted.

—Uberto Crosby, who has been the New England special agent of the Commercial Union insurance company since January, 1873, and also secretary of the Shawmut insurance company, of Boston, for the past year, has been appointed general agent of the former named company for New England, with headquarters at Boston. By this appointment Mr. Crosby's connection with the Shawmut has been severed.

—The Boston *Advertiser* of July 16th says:

The demoralization of fire insurance rates just now uppermost in the minds of underwriters has had a fresh impetus by the placing in Boston of a New England leading manufacturing, very hazardous, risk 75 cents under the lowest rate any of the local agents where the risk was located would write it at, and yet there were 48 companies represented in that town. The Taunton tack company's loss now adjusting is another instance of similar experience. The Taunton agents, representing 60 companies, could not meet the competition that the treasurer quoted from Boston. The question is pertinent to presidents and agents, are they not bidding against themselves daily in quoting and writing these out of the city risks at steadily reduced rates?

The *Advertiser* has lately developed remarkable industry in the gathering of news items of this character. Can it not supply further and more definite details of the instances of demoralization to which it gives almost daily currency?

—The Firemen's insurance company, of Baltimore, Md., has been admitted to do business in Massachusetts. Sidney S. Norton, of the Faneuil Hall insurance company, has the agency.

—The appropriation to defray the expenses for the current year of the Chicago fire patrol has been fixed at $27,000, or $1,000 less than the sum appropriated last year. This amount, as heretofore will be raised by assessment on the insurance companies doing business in that city.

—Attention is thus directed by the Philadelphia *Ledger* to the fatal results attending the use of kerosene for the "hurrying up of slow fires":

Somebody ought to publish a household tract, and advise people to kindle their fires with gunpowder, instead of kerosene. It would be vastly safer, indeed, for the gunpowder only explodes and then is done with, and if it blows out the windows and doors, or takes off a leg or an arm, or puts out an eye, that is all there is of it, and people know what to expect. But the kereosene not only explodes but takes fire, and its burning vapor is pretty sure death to the woman who tries this sort of kindling. It is a very easy thing to tilt what is left in the lamp or the oil can right over the coals to make a blaze when the fire is slow, but the hospital ambulance and the coroner's inquest are pretty sure to follow. The most sickening of all horrors, being burned alive, is the natural outcome of this hurrying up of slow fires by the quick kindling of kerosene, but every woman who tries it ought to know that she would be a good deal safer in the front of a battle than behind the kerosene can in such an experiment.

—The total number of casualties in the anthracite coal mines of Pennsylvania in 1877 was 784, of which 194 were fatal and 590 non-fatal. The average for the six years preceding was 248 deaths and 597 non-fatal injuries. In 1877 the number of emyloyés in the anthracite mines was 66,842; number of tons of coal produced, 21,816,359; tons of coal produced for each life lost, 112,455.

—At the ripe old age of eighty-three years Thomas W. Ludlow, one of the founders of the New York life insurance company, and one of its vice-presidents for the past six years, died in Yonkers on the 17th inst. Mr. Ludlow was well known in this city, where he was born in 1795. During his long and honorable career he numbered among his friends and intimate associates some of the most distinguished men in the country. He leaves no children.

—M. B. Moore—formerly of Grand Rapids, Mich., latterly of Geneva, N. Y.—has ceased to represent the National life insurance company of the United States of America. His connection with the company was brief; hence but a small portion of the company's funds are in his possession.

—The license of the Knickerbocker life insurance company, of this city, to do business in Massachusetts has been revoked. The examination by the New York department showed a surplus on a 4½ per cent. basis. By the Massachusetts standard of 4 per cent. the assets of the company show an impairment, hence the revocation.

—D. A. Heald, vice-president of the Home fire insurance company, of this city, has returned much improved in health after his extended tour through the western and Pacific coast agencies of the company.

—In the suit brought in the San Francisco courts by the Union Mutual life insurance company against H. H. Johnston to recover a sum of money alleged to be retained by him, notwithstanding that he had ceased to be general agent for said company, the defendant in his "amended answer" makes one particular plea which must necessarily prejudice his case in the eyes of honest men. He holds, substantially, that because the company "at the time alleged in the complaint" did not publish, as required by law, and file with the insurance commissioner of the state of California the statement required by certain sections of the "political code," or for not having complied with other supervisional restrictions, the claim of the company against him should become null and void. Every man in the life insurance business has heard of, if he does not know of his own knowledge, the character of the insurance law of California, which ultimately drove nearly every reputable life insurance company out of that state. It would be a remarkable incident in the history of state supervision if this law, which was recently modified or superseded by a less obnoxious one, should enable Johnston to retain the funds of the company he represented. At any rate, such a plea is unworthy of the meanest member of the insurance profession.

—In addition to the New York fire insurance companies already announced in THE CHRONICLE as having declared semi-annual dividends are the following:

Adriatic	5 per cent.
Exchange	5 "
Rutgers	5 "

—Richmond, Va., fire insurance companies have declared July dividends as follows:

Virginia fire and marine	6 per cent.
Virginia State insurance company	5 "
Virginia Home	3 "
City fire insurance company	3 "
Granite insurance company	3 "

—The Albany insurance company, of Albany, N. Y., has entered Massachusetts to do business, Thomas Mair, of Boston, being appointed to its agency.

—The decision of the United States supreme court in the case of the Southern life insurance company *v.* Francis L. McCain reached the daily newspapers of this city on the 18th inst. This decision was published in THE CHRONICLE of February 14th, 1878, and yet these papers modestly say that special journals are wholly useless.

—Messrs. Charles L. Bailey & Co., of Harrisburgh, Pa., recently experienced the advantage of boiler insurance. It will be remembered that on the 25th ult. four steam boilers in the rolling mills of the firm mentioned exploded, causing the destruction of both life and property. Bailey & Co. held a policy of insurance in the Hartford steam boiler inspection and insurance company for $45,000 on all their boilers, machinery, mill, furnaces and store houses. The loss actually covered by insurance in this instance was estimated and adjusted at $9,500. The day after the explosion occurred Mr. J. M. Allen, president of the steam boiler insurance company, arrived at Harrisburgh and immediately paid the loss.

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—Clarksville, Tenn., the scene a few months since of a disastrous conflagration, is about to be provided with water works at a cost of $50,000. Had water works been in operation in Clarksville during the fire in April last the property saved would have been in all probability four times the cost of the works now proposed. No further delay should be permitted in the introduction of this much needed protection against fire.

—On the 1st inst. a law—heretofore referred to in THE CHRONICLE—containing the following provision came into operation in Virginia:

That in any action against an insurance company, no failure to perform any condition of its policy, nor violation of any restrictive provision thereof, shall be a valid defence to such action, unless it appears that such condition or restrictive provision is printed in type as large, or larger, than that in which the acts of the assembly are printed, to wit., that commonly known as long primer type, or is written with pen and ink in or on the policy.

—Messrs. Sturm & Hirsch have been appointed agents at Memphis, Tenn., of La Caisse Générale insurance company.

—We had occasion when the infamous advertising law was introduced into the Indiana legislature, as well as subsequent to its passage and since it enforcement, to call attention to its arbitrary, unjust and indefensible provisions. The consistent and independent position which J. G. Batterson, president of the Travelers' insurance company, of Hartford, has maintained in reference to this law is worthy of the highest commendation. If the presidents of other companies doing business in Indiana would manifest a little of the same kind of manhood the interests of the business and the dignity of the profession would be treated with more respect. Referring to this subject and the withdrawal of the Travelers' agencies from Indiana, the Indianapolis *News* of the 17th inst. says:

For more than a year Mr. J. G. Batterson, president of the Travelers' insurance company, of Hartford, Connecticut, has been making a gallant fight against the insurance steal perpetrated by the legislature in 1877 for the benefit of State Auditor Henderson, the *Journal* and *Sentinel*. He presented a strong statement of the reasons which led him to think the law unjust and oppressive, and to any one whose financial interests were not immediately involved, it would have been convincing. Off the official mail which encases the grasping and sordid auditor, however, it rolled as water from a duck's back. Failing to secure anything like justice here, Mr. Batterson took the only step open to him, and has withdrawn all the agencies in this state, declining to do business in a commonwealth where he is subjected to legalized robbery for the benefit of conscienceless officers and newspapers. The withdrawal of the sale of accident policies is a serious matter to the citizens of Indiana, and if that is the price they have to pay for gratifying the greed of a grasping administration and press, they will see to it that the price is lowered by the next legislature.

The *News* is not correct in stating that the Travelers' insurance company had withdrawn its agencies from Indiana. It is the Passengers' Accident assurance company that has withdrawn from that state.

—We learn from Brandon, Vt., that the people of that village are again agitating the water question. This is not owing so much to the people's love for the temperance cause as it is to their desire of having removed the distrust with which underwriters look upon the business district of the village. Brandon should speedily follow the example of Rutland, which recently voted $25,000 to increase its water supply.

—Edward H. Goff, of Canada Agricultural insurance company and other not dissimilar fame, has again denied his indebtedness to that company, and says that he had challenged the joint assignees to submit the matter in dispute to arbitration, and that they declined so to do.

—Jacob Stone, of Minneapolis, Minn., has in preparation, and nearly ready for printing, a book entitled "The Flouring Mills of Minneapolis and their Immediate Exposures, as viewed by an Underwriter." We are assured that this work when completed will be of much value and aid to underwriters.

—The periodical war on the city fire ordinance of Chicago has been duly commenced. On June 19 an ordinance changing the fire limits, introduced into the common council by Alderman Cullerton, was referred to the committee on fire and water. On Thursday last this committee presented an adverse report which produced a prolonged and exceedingly lively discussion, resulting in the appointment of a special committee, which is to give the matter further consideration. The passage of the proposed ordinance would reopen the southwestern portions of the city to the construction of frame buildings. We hope the better wisdom of the city government will prevail, and that the fire limits which are now co-extensive with the city limits will be permanently maintained. Otherwise the course to be pursued by underwriters in that city is obvious.

—The life insurance business in Connecticut during the year 1877 resulted as follows:

CONNECTICUT COMPANIES.

Number of policies issued	1,421
Amount insured	$1,575,291.00
Whole number in force	13,246
Amount insured	$21,565,478.00
Premiums collected	818,525.98
Losses and claims paid	315,645.70

COMPANIES OF OTHER STATES.

Number of policies issued	886
Amount insured	$1,621,365.00
Whole number in force	8,512
Amount insured	$19,092,754.00
Premiums collected	607,436.71
Losses and claims paid	274,571.38

The gross business transacted by the seven local and the sixteen companies of other states was as follows:

Number of policies issued	2,247
Amount insured	$3,196,656.00
Whole number in force	21,758
Amount insured	$40,658,232.00
Premiums collected	1,425,902.64
Losses and claims paid	590,217.08

—The board of fire underwriters of this city has received a communication from the Toronto board, which, after referring to the steps taken for the reinstating of Messrs. Westmacott & Wickens (Commercial Union assurance company), as members of the board, goes on to give extracts from the minutes of the Toronto board relating to the question of "three years' risks." It will be remembered that this matter was referred to a committee, who have reported as follows:

Your committee, having given the above subject their most careful attention, unanimously recommend that the following classes of buildings with their contents be insurable for three years at double the annual tariff rate, viz.: Academies, churches, colleges, convents and nunneries (including the House of Providence), public schools, dwellings (including their barns and stables). Also, as represented by your board, your committee recommend that the following be the minimum rates on certain classes of risks, not heretofore rated in the tariff, and that henceforth no policies nor renewals thereon be issuable for three years at double the yearly premium, viz.: Banks, buildings, loan and saving societies and other public companies, buildings occupied as offices only, private club houses and the Canadian Institute: First class, 60 cents; 2d class, 75 cents; 3d class $1.25; 4th class, $1.50. Provided that the same be not specially rated.

(Signed) S. THOMPSON, *Chairman*.

A resolution was passed to the effect that the report on three years' risks be received, and considered by the board on Wednesday the 24th inst., a copy of the report, meanwhile, to be sent to the Montreal board.—*Montreal Journal of Commerce.*

—Edward Newcomb, receiver of the Atlantic Mutual life insurance company, has taken an appeal from the order of Judge Westbrook, of the New York supreme court, denying motion in the matter of Anthony Betts *et al.* to punish parties for contempt. The offence charged consisted in the bringing of a foreclosure action in which the receiver was made a party defendant without first obtaining leave of the court, and the vindictive punishment of the parties is not sought, but the restraining of the action, the prosecution of which was permitted by the order appealed from.

—The members of the Corn Exchange, Toronto, at a recent meeting appointed a committee to wait on the local board of underwriters and, if possible, to obtain a reduction on the rates charged on grain in the elevators in that city. The vice-president of the exchange said that "these high rates were diverting trade from Toronto, as persons engaged in business here could telegraph to New York and obtain insurance at four or five per cent. less than in Toronto."

—The fire alarm telegraph has reached Joilet, Ill., *via* Chicago.

—Economy in the use of water during the hot weather is earnestly urged by the officials in charge of the waterworks at Richmond, Va. It is said a water famine is not improbable in that city.

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—The fiftieth semi-annual statement of the Home insurance company, of New York, will at this time attract unusual attention. This is not because it shows the company to be in a prosperous condition, for the continued prosperity of the "Home" has been long since assured; but it is because it proves that remarkably successful results can be attained by competent underwriting while that business generally may be wofully demoralized. During the past six months the "Home" increased its total assets from $6,109,526.75 to $6,180,873.16, a gain of $71,346.41. Owing to the practice observed by the company in its careful selection of risks and its refusal to transact business at inadequate rates of premium, the reserve for reinsurance was reduced by $40,732.81. This shows that the liability of the company has been reduced on risks which would aggregate about $10,000,000, while the net surplus has been increased from $1,016,703.02 to $1,179,042.38, a gain of $162,339.36. The assets of the company, including its capital of $3,000,000, are so judiciously and profitably invested that it can, should a great emergency arise, immediately convert all of them into cash. Here is security which is not only unexceptionable in character, but which is the largest in amount ever offered by any New York fire insurance company. But the "Home" affords an additional and a still better security to its policyholders in the industrious brain of its management, which keeps in perpetual and faultless motion the machinery of an establishment which extends protection to homes in every section of this land.

—The news comes from St. Louis, Mo., that about one hundred and fifty policyholders of the South St. Louis Mutual fire and marine insurance company recently held a meeting at Union park, in that city, to consider what action to take in regard to its affairs. The receiver appointed by the court had given notice to the policyholders of an assessment of 40 per cent. on the amount of their premium notes, and they felt no disposition to pay it. At a previous meeting a committee was appointed on that and other matters, and the effect of that committee was the organization of an association to oppose the payment of the assessment by all legal means. Nearly all present at the meeting signed an agreement to that effect, and it is understood that all but a few of the six hundred policyholders will sign it. The committee also reported that the directors had been borrowing money on the premium notes of the policyholders, which they had no right to do. The report was adopted.

—We find this item in the Pittsburgh *Commercial* of Thursday last:

The traveling agent of the National life insurance company came to this city a few days ago to inspect the accounts of C. M. Home, the agent here. Mr. H. said his quarterly statement was ready, but he advised the inspector to call around on Tuesday (yesterday), as two men were about to take out policies, and he was very busy. At noon yesterday the inspector called at the office of the company, but Mr. Home was absent. During the day the inspector received a telegram from Toronto, Canada, signed "Home," in which the sender says: "Arrived safely here. All well." The quarterly statement was correct, but the money of the company (about $1,000) was drawn from bank by Home previous to his departure.

—Explosions of oil stoves introduced in dwellings for heating or cooking purposes are becoming quite numerous, and almost invariably they result in the loss of life and property. On Monday morning last a young lady residing in Brooklyn, N. Y., was so injured by the explosion of one of these murderous machines that she died at seven o'clock in the evening of the same day. The stove which caused the terrible death of the young lady referred to is of peculiar form, being a cylinder about ten inches in diameter, standing a foot or so in height from the ground and resting on a broad circular base. The oil is held in the compartment of the stove nearest the ground. Above this well runs a channel some two inches wide and an inch deep, round the body of the stove, resembling the ditch of a circular field fort. On the top of this torpedo stove are two large burners, each about four inches wide. These are attached to a circle of iron, which is hinged on to the body of the stove. The use of the iron circle is to hold such pots, kettles or pans as may be placed on it directly over the burners. Preparatory to using the infernal machine the oil well is filled, water is put in the open channel over it, the wick is lighted, and the pot or pan set in its place over the flame. If the bottom of the oil well were not hermetically closed any of the fluid leaking through might readily be set on fire, and an explosion would be the result; or, if little or no water were placed in the channel over the oil the heat from the burners might melt the solder about the well, in which case a blow up would probably result. The stove, which is of the kind known by the name of "Ferris," showed after the explosion that the lower edge of the oil well, where the side joined it, had been blown out; and the ragged opening of the hole thus made, about two and a half inches in length, was apparently all the injury which the contrivance had sustained.

—The application of Benjamin Noyes' counsel for a stay of proceedings, so that he would not be removed to state prison pending the hearing of his case by the court of errors and appeals, was denied by Judge Depue on Saturday last. The court held that as sentence had been pronounced it would be inconsistent with former practice to open the case. Judge Depue added that he had no doubt the application was one which it was beyond the power of the court to grant. But Noyes' counsel did not stop here; they repaired to Trenton and petitioned Governor McClellan to grant a reprieve. On yesterday (Wednesday) Governor McClellan announced that upon the representations of physicians he would grant a reprieve to Noyes for twenty days, but that he will do nothing further in the matter. The effect of the reprieve will be to keep Noyes in Essex county jail, at Newark, for the period mentioned. He will be delivered at the state prison on August 13th.

—The *Insurance Year Book*, published by the *Spectator* Company, has reached its sixth year. The issue for 1878, with careful corrections up to July 1st, has just appeared. Commendation of this valuable annual is unnecessary. It is sufficient to say that its last number surpasses in the quality and quantity of the information it contains all its predecessors.

—The body of Daniel L. Schlough, agent at Easton, Pa., for the Phenix fire insurance company, of Brooklyn, was found in the Lehigh river on the 13th inst. The coroner's jury rendered a verdict of suicide by drowning while temporarily insane. Lately Mr. Schlough complained a great deal about the hard times, and was very melancholy. He was forty years of age, and leaves a wife and two children.

—The city authorities of Cleveland, O., have notified the local board of underwriters that a fire warden will be appointed provided the expenses of such an officer will be paid by the board. This cool proposition is particularly refreshing during the "heated term."

—An act to consolidate and amend the law to secure to wives and children the benefit of assurance on the lives of husbands and parents has passed the Quebec legislature.

—N. O. Lauve, one of the most experienced and competent underwriters at the south, and Rufus Cage, who has also been engaged in the same business for some years, have formed a partnership, and will continue the insurance business of the Texas banking and insurance company, which has discontinued this feature of its business and will hereafter do a banking business exclusively. The name of the new agency firm is N. O. Lauve & Co., and the companies it represents in Texas include the Royal, Connecticut, and Royal Canadian.

—In New York city during the quarter ending June 30th there were 410 fires, involving a total estimated loss of $41,805 on buildings and $224,856 on contents, making a total loss of $266,661. The insurances on these amounted to $2,552,496, the uninsured losses aggregating $19,739. There were 291 fires in which the loss was less than $100, and only two fires where the losses exceeded $20,000. The number of fires during the corresponding quarter of last year was somewhat less, but the losses were greater. Of the whole number of fires reported 88 were caused by the careless handling of matches, candles, etc.; 58 by foul chimneys; 37 by the upsetting of kerosene lamps; 45 from sparks from chimneys, furnaces and locomotives; 17 from gas fixtures; and 28 from unknown causes. During the month of June there were 146 fires, involving a loss of $67,194, insured for $584,100, and representing uninsured losses to the amount of $12,074.

—The Kenton insurance company, of Covington, Ky., has declared a semi-annual dividend of 5 per cent.

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FIRES DURING THE MONTH OF JUNE, 1878.

Day of Month.	UNITED STATES. Total Losses.	Total Losses to Ins. Cos.	Losses by Specials.	Losses to Ins. Cos. by Specials	CANADA. Total Losses.	Total Losses to Ins. Cos.	Losses by Specials.	L'sses to Ins. Cos by Specials.	Day of Month.
1.....	$176,000	$128,600	$139,300	$111,200	$15,000	$6,000	$7,000	$4,000	 1
2.....	130,200	70,100	99,900	48,000	24,500	9,500	20,000	8,000	 2
3.....	138,100	75,000	46,900	19,600	7,000	3,900	2,000	1,000	 3
4.....	168,500	89,000	124,300	66,500	5,500	2,900	2,500	1,500	 4
5.....	68,600	34,100	38,500	15,000	30,000	10,500	25,000	8,000	 5
6.....	381,800	312,200	314,200	283,500	7,500	1,800	2,500	1,000	 6
7.....	298,200	174,700	230,300	143,500	6,600	4,700	2,400	1,800	 7
8.....	83,600	48,600	34,800	22,400	13,900	9,100	....	....	 8
9.....	99,800	72,800	60,500	52,400	6,900	3,800	....	....	 9
10.....	108,500	73,000	68,500	54,600	3,100	2,200	1,200	800	10
11	160,500	90,700	147,500	83,700	5,200	3,300	1,200	800	11
12.....	64,200	35,500	52,600	30,000	10,900	5,900	5,000	3,900	12
13.....	104,700	74,200	75,000	56,900	1,600	500	....	....	13
14.....	120,500	67,800	63,500	39,000	9,500	6,000	6,000	4,500	14
15.....	97,200	67,800	39,300	31,500	14,200	2,700	10,000	....	15
16.....	300,400	199,400	269,900	180,900	9,400	6,300	4,900	3,500	16
17	113,000	29,400	96,000	21,000	5,700	3,200	1,500	900	17
18.....	238,000	120,900	131,200	36,500	39,300	29,500	32,500	25,500	18
19.....	163,400	112,500	62,900	53,900	18,600	8,000	14,500	6,000	19
20.....	90,000	41,800	42,500	16,900	3,400	2,400	2,000	1,600	20
21.....	121,800	71,100	86,900	50,400	8,300	4,900	....	....	21
22.....	82,000	41,900	75,300	41,900	203,400	110,700	190,000	104,000	22
23.....	207,700	87,600	133,000	60,600	5,400	2,500	2,700	....	23
24.....	205,800	154,300	113,800	89,200	9,500	6,500	4,600	2,500	24
25.....	155,600	85,200	107,100	53,100	15,800	10,000	8,000	5,800	25
26.....	154,700	90,100	106,600	60,200	20,000	9,200	14,000	5,500	26
27.....	130,400	86,600	82,700	58,700	22,500	15,500	15,000	11,000	27
28.....	75,300	52,300	47,800	37,100	6,900	4,000	3,200	2,500	28
29.....	90,700	54,000	51,400	27,400	13,700	10,700	10,000	8,700	29
30.....	52,200	27,100	27,600	13,600	16,700	7,600	9,500	3,900	30
.....	....	....	....	...	....	....	....	....	.....
Totals ..	$4,381,400	$2,668,300	$2,969,800	$1,859,200	$560,000	$303,800	$397,200	$216,700	

LOSSES BY STATES AND TERRITORIES.

(Included in the above General Statement.)

States and Territories.	Total Losses.	Total Losses to Ins. Cos.	Losses by Specials.	Losses to Ins. Cos. by Specials.	States and Territories.	Total Losses.	Total Losses to Ins. Cos.	Losses by Specials.	Losses to Ins. Cos. by Specials.
Alabama.....	$68,000	$57,500	$64,500	$56,000	Mississippi	$25,000	$11,000	$10,000	$6,000
Arkansas	60,000	30,000	30,000	20,000	Missouri.....	50,900	41,900	20,700	20,700
California.....	188,900	69,600	114,500	29,300	Nebraska	7,300	4,400	....	....
Colorado.....	40,000	19,000	36,500	17,500	North Carolina..	44,400	24,400	11,400	7,300
Connecticut.....	66,400	45,300	32,800	22,500	New Hampshire.	57,500	27,400	39,000	16,500
Dakotah Territ'y.	5,000	....	5,000	....	New Jersey.....	345,500	303,600	330,000	292,100
Delaware.....	13,600	11,100	400	400	New York... ..	467,600	307,100	278,800	193,500
Dis't of Columbia	4,000	2,500	1,000	1,000	Ohio.....	473,700	268,300	311,500	158,800
Florida	42,900	31,600	36,900	28,600	Oregon.....	37,000	14,600	9,500	3,900
Georgia.....	56,100	34,800	19,900	17,100	Pennsylvania ...	163,100	104,800	128,700	81,200
Illinois	145,000	81,900	102,000	56,700	Rhode Island....	61,800	52,000	39,100	38,100
Indiana	128,000	30,300	98,300	18,400	South Carolina..	59,000	28,700	16,300	7,600
Iowa	221,100	85,900	139,900	56,600	Tennessee	57,500	35,600	14,500	10,100
Kansas	1,000	....	....	....	Texas	83,800	37,500	42,800	14,500
Kentucky.....	59,300	28,400	37,600	22,000	Vermont.....	90,200	52,800	65,400	37,000
Louisiana.....	100,500	70,900	89,500	66,000	Virginia	40,400	26,700	28,300	19,400
Maine.....	288,600	197,800	201,300	144,400	West Virginia...	50,300	32,000	40,000	28,000
Maryland	46,900	29,500	32,800	19,900	Wisconsin.....	43,900	22,500	21,600	11,100
Massachusetts...	349,200	231,400	274,700	180,100	Wyoming Terr'y	3,800	1,000	....	....
Michigan.....	201,700	121,000	177,000	108,200					
Minnesota.....	132,500	93,500	67,600	48,700	Totals.....	$4,381,400	$2,668,300	$2,969,800	$1,859,200

RECAPITULATION.

JUNE.	1878.	1877.	1876.
Aggregate losses.....	$4,941,400	$28,233,100	$6,098,900
" " to insurance companies.....	2,972,100	11,025,400	2,951,100
" " by specials.....	3,367,000	11,461,900	3,486,800
" " to insurance companies by specials.....	2,075,900	5,941,100	1,846,500
Number of fires.....	833	840	573
Number of specials burned.....	426	455	292

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COMPARATIVE STATEMENT OF LOSSES BY FIRE

During the Six Months ending June 30th,

1878.

UNITED STATES.

MONTHS.	Total Losses.	Total Losses to Ins. Cos.	Losses by Specials.	Losses to Ins. Cos. by Specials.
January..	$5,189,900	$3,280,300	$2,895,300	$1,718,600
February.	4,832,500	3,158,400	3,291,200	2,214,200
March....	6,896,100	3,817,300	4,479,600	2,277,200
April.....	4,910,000	2,520,800	3,099,000	1,609,400
May.....	5,510,100	3,137,900	4,151,800	2,434,100
June	4,381,400	2,668,300	2,969,800	1,859,200
Totals....	$31,720,000	$18,583,000	$20,886,700	$12,112,700

CANADA.

January..	$449,200	$242,100	$249,000	$121,400
February.	596,400	385,600	377,500	239,600
March....	572,000	331,200	376,500	207,800
April.....	377,100	221,400	220,500	130,100
May.....	519,200	244,200	261,900	100,400
June	560,000	303,800	397,200	216,700
Totals....	$3,073,900	$1,728,300	$1,882,600	$1,016,000

1877.

UNITED STATES.

MONTHS.	Total Losses.	Total Losses to Ins. Cos.	Losses by Specials.	Losses to Ins. Cos. by Specials.
January..	$5,360,300	$3,191,900	$3,525,300	$1,975,300
February.	4,468,400	2,487,200	2,758,800	1,505,500
March ...	6,293,700	3,979,900	4,121,500	2,624,400
April.....	5,486,200	3,041,700	3,585,000	1,984,900
May.....	5,957,200	3,184,700	4,390,200	2,303,800
June	6,318,000	3,902,600	3,988,200	2,350,100
Totals..	$33,883,800	$19,788,000	$22,369,000	$12,744,000

CANADA.

January..	$570,800	$272,600	$396,300	$179,000
February.	278,600	130,600	148,800	67,300
March ...	798,100	449,100	296,900	160,800
April.....	472,900	275,500	300,300	170,200
May.....	1,629,300	690,500	890,500	348,200
June	21,915,100	7,122,800	7,473,700	3,591,100
Totals..	$25,664,800	$8,941,100	$9,506,500	$4,516,600

1876.

UNITED STATES.

MONTHS.	Total Losses.	Total Losses to Ins. Cos.	Losses by Specials.	Losses to Ins. Cos. by Specials.
January..	$4,273,000	$2,399,200	$2,565,700	$1,406,100
February.	8,521,500	5,194,800	4,352,100	2,416,200
March ...	5,046,800	2,948,600	3,075,200	1,767,600
April	5,386,600	2,697,300	3,614,200	1,756,400
May.....	5,156,400	2,980,100	3,182,100	1,780,700
June	4,050,800	2,123,200	3,108,900	1,627,300
Totals.	$32,435,100	$18,343,200	$19,898,200	$10,754,300

CANADA.

January..	$274,800	$158,300	$167,400	$92,008
February.	245,200	114,500	131,500	56,400
March....	435,100	271,900	190,300	106,400
April	277,500	181,400	121,200	72,700
May.....	1,005,300	459,900	172,000	78,800
June	2,048,100	827,900	377,900	219,200
Totals..	$4,286,000	$2,013,900	$1,160,300	$626,300

RECAPITULATION.

SIX MONTHS.	1878.	1877.	1876.
Aggregate losses	$34,793,900	$59,548,600	$36,721,100
" " to insurance companies	20,311,300	28,729,100	20,357,100
" " by specials	22,769,300	31,875,500	21,058,500
" " to insurance companies by specials	13,128,700	17,260,600	11,380,600
Number of fires	5,619	5,228	4,013
Number of specials burned	2,872	2,676	2,002

CHARACTER OF SPECIALS BURNED

During the Month of June, 1878.

	United States.	Canada.	Totals.
Agricultural imp't fact's.	2	..	2
Bakeries	6	..	6
Bat factory	1	..	1
Billiard saloons	3	..	3
Blacksmith shops	10	..	10
Bobbin factory	1	..	1
Bowling alley	1	..	1
Box factory	1	..	1
Breweries	2	..	2
Brick factories	3	1	4
Broom factory	1	..	1
Bucket factory	1	..	1
Butcher shops	1	1	2
Butter depot	1	..	1
Carpenter shops	4	..	4
Carriage factories	7	..	7
Cheese factory	1	..	1
Chemical works	..	1	1
Churches	2	..	2
Cigar factory	1	..	1
Coal yards	2	..	2
Coffin factory	1	1	2
Confectioneries	2	..	2
Cooper shops	3	..	3
Cork factory	1	..	1
Corset factories	2	..	2
Cotton mills	2	..	2
Cotton pressing works	1	1	2
Cotton warehouse	1	..	1
Cotton waste storehouse	1	..	1
Cracker factory	1	..	1
Distilleries	3	..	3
Drug stores	17	..	17
Drying houses	3	1	4
Dye works	1	..	1
Engine house	1	..	1
Feed stores	4	..	4
Flouring mills	11	..	11
Furniture factories	6	1	7
Gin-houses	2	..	2
Glass warehouse	1	..	1
Grain elevators	5	..	5
Grain measure factory	1	..	1
Grain warehouses	5	..	5
Grist mills	4	1	5
Grocery (country) stores	33	4	37
Harness factories	2	..	2
Hat factories	2	..	2
Hatters' pounce p'pr'fy	1	..	1
Hay press	1	..	1
Hoop factory	1	..	1
Hospitals	2	..	2
Hotels	27	5	32
Hydraulic works	1	..	1
Ice houses	3	..	3
Iron foundries	6	2	8
Junk stores	2	..	2
Laundry	1	..	1
Leather factories	2	..	2
Leather belt factory	..	1	1
Lime kilns	2	..	2
Liquor stores	13	1	14
Livery stables	13	1	14
Lumber on wharf	1	..	1
Lumber yards	4	1	5
Machine shops	1	3	4
Meat markets	4	..	4
Mining works	2	1	3
Moulding mills	2	..	2
Music hall	1	..	1
Nail factory	1	..	1
Newspaper offices	5	..	5
Oat meal mill	..	1	1
Oil refineries	..	1	1
Oil still	..	1	1
Oil store	1	..	1
Oil tank	1	..	1
Oil train	1	..	1

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CHARACTER OF SPECIALS BURNED DURING THE MONTH OF JUNE, 1878.—Continued.

	United States.	Canada.	Totals.		United States.	Canada.	Totals.		United States.	Canada.	Totals.
Oleomargarine factory..	1	..	1	Railroad repair shop....	..	1	1	Spice mill.....	..	1	1
Pail factory	1	..	1	Refrigerator factory....	1	..	1	Starch factories.....	3	..	3
Paint shops.....	1	1	2	Restaurants	15	..	15	Stave factory.....	1	..	1
Paper mills.....	2	..	2	Rice mill.	1	..	1	Steamboats.....	3	..	3
Peg factory	1	..	1	Rolling mill.....	1	..	1	Steam ferryboat.....	1	..	1
Photographic galleries..	3	..	3	Roofing felt factory....	1	1	2	Syrup factory.....	1	..	1
Picture frame factory..	1	..	1	Sash and blind factories	1	2	3	Tanneries.....	2	..	2
Planing mills.....	5	..	5	Saw mills	20	3	23	Tea warehouse.....	1	..	1
Porcelain works.....	1	..	1	School houses.....	3	..	3	Tinsmith shops.....	2	.	2
Pork packing houses...	3	..	3	Schooner at wharf.....	1	..	1	Tobacco barn.....	1	..	1
Powder mill.....	1	..	1	Shingle mills	5	3	8	Tobacco factories.....	2	..	2
Printing offices	3	..	3	Shirt factory	1	..	1	Tobacco warehouse....	1	..	1
Public halls	3	..	3	Shoddy mills.....	2	..	2	Woodenware factories..	1	1	2
Railroad bridge.....	1	..	1	Shoe factories.....	3	..	3	Woollen mills	1	1	2
Railroad car.....	1	..	1	Signoid works.....	1	..	1	Yarn mill	1	..	1
Railroad freight car....	1	..	1	Slaughter houses.....	4	..	4				
Railroad depots.....	3	..	3	Soap factories.....	3	..	3	Totals.....384		42	426

—In the matter of the People by the Attorney-General *v.* the Atlantic Mutual life insurance company, of Albany, a motion was on the 17th inst. noticed for the special term to be held in that city on the last Tuesday of August, for the purpose of having the management of the company restored to the stockholders, it being claimed that the course of events has so changed the status of the company that it now has a net surplus of nearly $60,500.

—Benjamin Rees, a policyholder of the collapsed North America life insurance company, presented a petition to Judge Daniels in the New York supreme court chambers on Saturday last. The petition states that the policy is for $2,000 and was payable in May, 1877, and all the premiums were paid up to March, 1877, when the company was suspended and Henry R. Pierson appointed receiver. The petitioner claims from the assets an amount equal to the reserve on the policy, about $1,500, the precise amount not being known to him. He says the receiver has collected large amounts of money and holds $200,000 in securities that are available for immediate collection. A large part of the claims against the company, however, are attended by various legal questions affecting the amounts to be fixed and allowed, and the receiver has no judicial power to adjust the claims in a manner to bind others or protect himself against the attacks of those interested in raising disputes. Under these circumstances the petitioner asks for leave to bring a suit on behalf of himself and all policyholders who contribute to defray the costs against the receiver, so as to have the legal questions determined by the courts. Leave was granted.

—A meeting of the shareholders of the defunct Canada Agricultural insurance company, of Montreal, was held in that city on the 16th inst. Philip S. Ross, one of the joint assignees of the concern, read a report, from which the following extract is taken:

Assets—Outstanding accounts, stock and premiums, bills receivable, agents' balances, cash in hand, etc., $18,065; overdue calls, $68,900; bonds in hands of the government, $64,600; E. H. Goff's indebtedness at par, $208,000. Total, $359,565. In addition further calls can be made on stockholders to the amount of $650,000, making a grand total of $1,009,565. Liabilities.—Liabilities direct, including fire losses, $125,000; supposed amount required to reinsure outstanding risks, $50,000; amount to equalize shareholders' stock, $25,000. Total, $200,000.

The following resolution was adopted, two of the thirty shareholders present dissenting:

That inasmuch as under the late act of parliament, unearned premiums will have to be paid, estimated *pro rata* as shown by the books of the company on the 10th day of November next, and as so doing would make a much greater liability than it will cost to reinsure the present risks, and inasmuch as a present reinsurance will at once define the liabilities, this meeting do hereby authorize and recommend the assignees and inspectors, with the consent and approbation of the court and superintendent of insurance, to reinsure the present outstanding risks of this company in some company of good standing, approved of by the superintendent of insurance, and for that purpose they are hereby authorized to use any part of the assets of the company if it can be done.

Mr. Ross stated before the meeting had closed that a call of 10 per cent. on stock will be sufficient to wipe off all liabilities.

—A three-dial automatic repeater for the use of the fire alarm telegraph department of San Francisco has been called into requisition in that city. The instrument is enclosed in a large plate glass case, through which its movements may be observed. The repeater has three dials, on each of which are engraved large numbers ranging from 0 to 9. Each dial is provided with a pointer, which is placed on the number to be struck off, and each is so arranged that it works independently of the other, or they may all be worked in unison. The old repeater had but two dials. When that was in use and an alarm came in the operator was forced to work it by hand, and to stand by it until the three rounds which constitute an alarm had been struck off. If, while at the apparatus, a second alarm came in, he was forced to neglect it until he finished striking the first alarm. It is contended that with the new repeater such a thing cannot occur. When an alarm comes in from a station—say 246—the operator sets the indicator at the figure of 2 on the first dial, figure 4 on the second and figure 6 on the third dial, moves a small lever, and unerring mechanism strikes the alarm. The number of the station is struck three times in succession, at regular intervals, and while this is being done the operator is free to attend to any other duty that may demand his attention. There is also attached to the repeater an indicator which records the number of blows struck on the bell. To the old repeater only five circuits could be connected; to the new twenty may be placed. The new apparatus cost $3,500.

—J. W. Foard, ex-insurance commissioner of California, is now manager of the California Farmers' insurance company.

—Hartford insurance stocks were quoted in that city on the 18th inst. as follows:

FIRE INSURANCE.		
Ætna	213	214½
Hartford	214	221
Phœnix	196½	..
Connecticut	101	103
National	125	129
Atlas	..	38
Orient	100	101¼
Steam Boiler (par 40)	54	58
LIFE INSURANCE.		
Travelers'	174	.
Railway Passengers' assurance	100	..
Connecticut General life	93	..
Continental (par 25)	..	24
Hartford life and annuity	57½	60

—Telephonic connection between the several departments of the government at Washington and the main office, in that city, of the fire alarm telegraph is about to be established.

The Chronicle.

A Weekly Insurance Journal.

Subscription, Three Dollars per Year, in Advance.

The Chronicle Publishing Co.,

John J. W. O'Donoghue, President and Treasurer,

No. 145 Broadway,

John J. W. O'Donoghue, Editor. NEW YORK.

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HOME INSURANCE CO.

OF NEW YORK,

OFFICE, - - No. 135 BROADWAY.

FIFTIETH SEMI-ANNUAL STATEMENT,

SHOWING THE CONDITION OF THE COMPANY ON THE FIRST DAY OF JULY, 1878.

CASH CAPITAL,	**$3,000,000.00**
Reserve for Reinsurance,	**1,795,699.50**
Reserve for Unpaid Losses.	**206,131.28**
Net Surplus,	**1,179,042.38**
TOTAL ASSETS,	**$6,180,873.16**

SUMMARY OF ASSETS

Held in the United States available for the PAYMENT of LOSSES by FIRE and for the protection of Policyholders of FIRE INSURANCE:

Cash in Banks	$246,115.25
Bonds and Mortgages, being first lien on Real Estate (worth $4,315,000)	2,024,553.00
United States Stocks (market value)	3,050,625.00
Bank Stocks (market value)	190,242.50
State and Municipal Bonds (market value)	199,206.00
Loans on Stocks, payable on demand (market value of Securities, $324,587.50)	243,665.47
Interest due on 1st July, 1878	62,203.61
Balance in hands of Agents	144,023.74
Real Estate	12,288.58
Premiums due and uncollected on Policies issued at this Office	7,950.01
Total	**$6,180,873.16**

J. H. WASHBURN, Secretary.
T. B. GREENE,
EDW. H. AHERN, } **Ass't Secretaries.**

CHAS. J. MARTIN, President.
A. F. WILLMARTH, Vice-Pres't.
D. A. HEALD, 2d Vice-Pres't.

A Dividend of Five Per Cent. has been Declared, Payable on Demand.

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GLENS FALLS

INSURANCE COMPANY.

GLENS FALLS, N. Y., July 25th, 1878.

To Board of Directors and Stockholders:

GENTLEMEN,—Please find below abstract from the Fifty-Seventh Semi-Annual Report of the GLENS FALLS INSURANCE COMPANY, with statement of financial condition on 1st inst.:

ITEMS OF ASSETS.

United States Registered Bonds, market value		$356,175.00
Stock First National Bank, Glens Falls, market value		15,000.00
Loaned on Bond and Mortgage, first liens		349,881.44
Loans on Collaterals		10,500.00
Real Estate and accrued Rent		11,312.50
Net Premiums uncollected (over $1,500 paid since closing books)	$29,446.17	
Deduct for possibly doubtful collections	2,788.19	26,657.98
Cash deposited in First National Bank, Glens Falls		84,017.41
Gold in German and Union Savings Banks, San Francisco, market value		9,685.92
Cash, drafts not deposited		2,729.51
Total Available Cash Assets, July 1st, 1878		**$865,959.76**

LIABILITIES.

Capital Stock	$200,000.00	
Unearned Premiums, full New York standard	270,738.53	
Unpaid Losses, all claims	25,611.48	
All other Liabilities	4,416.90	500,766.91
Net Surplus Over Capital and all other Liabilities		**$365,192.85**

Receipts and Disbursements for Half Year.

Premiums	$148,197.04	Cancellations	$14,171.72
Government Interest	7,461.90	Losses	89,687.84
Mortgage Interest	12,601.87	Commissions, etc	23,679.52
Miscellaneous Interest	1,481.68	Expenses	22,866.50
Dividends on Bank Stock	500.00	Dividends	10,000.00
Rent	90.00	Profit and Loss	1,243.85
		Excess of Income	8,683.06
	$170,332.49		$170,332.49

GAIN FOR HALF YEAR.

INCREASE IN ASSETS	$15,055.34
DECREASE IN LIABILITIES	13,257.17
JANUARY DIVIDEND PAID	10,000.00
Actual Business Gain for Six Months	**$38,312.51**

Respectfully submitted,

J. L. CUNNINGHAM, SECRETARY.

PHŒNIX

Insurance Company, Hartford, Conn.

Cash Capital, all paid in	$1,000,000.00
Cash Assets, January 1, 1878	2,486,194.66
Net Surplus *over all liabilities*	573,604.58
Total losses paid to date	12,441,173.24

HENRY KELLOGG.....President.
A. W. JILLSON.....Vice-President.
D. W. C. SKILTON.....Secretary.
G. H. BURDICK.....Assistant-Secretary.

Agents in New York,

BIGELOW, COIT & PECK, 150 Broadway.

To Life Agents.

THE CONNECTICUT GENERAL LIFE INSURANCE COMPANY OF HARTFORD, CONNECTICUT, desires to engage the services of competent, reliable men as District General Agents, in localities where not now represented. Liberal arrangements will be made with parties who have had successful experience in the business, and can furnish satisfactory references as to ability and integrity. None others need apply.

Address,
CONNECTICUT GENERAL LIFE INS. CO.,
Hartford, Conn.

NEW YORK
UNDERWRITERS AGENCY,
175 BROADWAY, N. Y.
A. STODDART.....*General Agent.*

THE
NEW ENGLAND
MUTUAL LIFE INS. CO.,
Corner of Milk and Congress Streets,
BOSTON.

Accumulation.....$14,466,920.53

Annual returns of Surplus made upon the anniversary of Premiums falling due.

BENJ. F. STEVENS.....President.
JOS. M. GIBBENS.....Secretary.
W. C. WRIGHT.....Actuary.
DWIGHT FOSTER.....Counsel.

Chartered in 1811.

ALBANY
INS. CO., ALBANY, N. Y.

Capital	$200,000.00
Reserve for Reinsurance	33,808.42
Net Surplus	178,811.31
Total Assets, January 1, 1878	$412,619 73

HARMON PUMPELLY,.....President
J. HOWARD KING,.....Vice-President
THEODORE TOWNSEND.....Secretary.
JOHN W. McHARG,.....Ass't Secretary.

Agent in New York,
EDWARD A. WALTON,
At Office of the Citizens' Ins. Co.,
No. 156 Broadway.

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SCOTTISH COMMERCIAL

INSURANCE COMPANY,

Of Glasgow, Scotland.

Total Assets in the United States (of which $560,000 are in Government Bonds) $719,115
Reserve for Reinsurance and all other Liabilities 368,577

Net Surplus $350,538

[Home Office Statement for 1877 not yet filed.]

United States Branch Office, Nos. 40 and 42 Pine Street, New York.

E. W. CROWELL, W. T. READ,

Joint Resident Managers.

Western Department, St. Louis, Mo., WM. R. KERR, General Agent.

NIAGARA FIRE INS. CO.

201 Broadway, New York.

STATEMENT OF ASSETS, JANURAY 1ST, 1878.

Capital Stock $500,000
Liabilities, including Reinsurance 418,249
Net Surplus 450,330

Total Assets $1,368,579

28 Years' Practical Experience.

Central Department—For States of.....Ohio, Indiana, Kentucky, Tennessee and West Virginia.
Messrs. SNIDER & LINDSEY, Managers.....CINCINNATI, OHIO.
Northwestern Department—For States of Illinois, Wisconsin, Minnesota, Iowa, Missouri, Nebraska, Kansas and the Territories. *Messrs. BEVERIDGE & HARRIS, Managers, CHICAGO.*
L. R. MORRIS, Manager. .....State of Michigan.

Losses promptly adjusted by General Agents, and paid by their drafts on the Company.

P. NOTMAN, Vice-President and Secretary. HENRY A. HOWE, President.

North German Fire

INSURANCE COMPANY,

OF HAMBURG, - - GERMANY.

STATEMENT

Showing the Condition of the Company January 1st, 1878.

Guaranteed Capital, (paid in or secured by Stockholders' Notes in hands of the Company)	$1,125,000.00	
Called in and Paid Up Capital		$225,000.00
Reserve for all Liabilities (including Reinsurance)		120,915.40
Net Surplus (over all Liabilities, including Capital Stock and Reinsurance Reserve		114,375.00
Cash Assets		$460,290.40

DEPOSITED WITH THE NEW YORK INSURANCE DEPARTMENT, **$270,000, U. S. Bonds.**

UNITED STATES BRANCH,

No. 202 Broadway, - - New York,

C. KUHL, MANAGER.

A. F. RICHARDS..... ...ASSISTANT MAN

RECEIPTS AND DISBURSEMENTS OF THE

CONNECTICUT MUTUAL LIFE

INSURANCE COMPANY, OF HARTFORD, CONN.,

From date of Organization, Dec. 15, 1846, to Dec. 31, 1877.

Dr.		*Cr.*	
To Premiums received	$100,718,148.21	By payments to Policyholders for claims by death and matured endowments	$38,931,197.15
Interest and Rents received	26,750,962.79	Surplus Premiums and Interest returned	32,817,070.51
Balance profit and loss	22,364.86	Surrendered and lapsed Policies	7,172,943.51
			$68,921,211.17
		By payments for expenses:	
		Commissions to Agents	$8,312,709.01
		Salaries of all officers, clerks, etc.	910,126.40
		Medical examiners' fees	365,195.58
		Printing, stationery, rent, postage, exchange, advertising, and sundry charges	1,127,041.15
			10,715,072.14
		By payments for taxes	2,783,108.98
		Balance, net Assets, December 31, 1877	45,072,083.57
	$127,491,475.86		$127,491,475.86

Ratio of Expenses to Receipts in 1877, . . . 7.14 per cent.

JACOB L. GREENE, - - President.

JOHN M. TAYLOR.....SECRETARY. | DANIEL H. WELLS.....ASS'T SECRETARY.

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Lancashire Insurance Co.,

OF MANCHESTER, ENGLAND.

ESTABLISHED - - 1852.

Management Staff in the United States:

MANAGER FOR UNITED STATES.....HENRY ROBERTSON, 187 Broadway, N. Y.
AGENT FOR NEW YORK CITY AND BROOKLYN.....CHARLES M. PECK, 69 Liberty St.

GENERAL AGENTS:

W. G. FERGUSON.....CHICAGO. | J. B. KELSEY.....PHILADELPHIA.
H. K. LINDSEY.....CINCINNATI. | M. A. STEARNS.....ROCHESTER.
A. N. CURRIER.....WORCESTER. | HUTSON LEE.....CHARLESTON, S. C.
S. O. COTTON.....HOUSTON, TEXAS.

From whom all information as to the Company may be obtained.

GEORGE STEWART, General Manager of the Company, MANCHESTER, ENGLAND.

ROYAL CANADIAN

Insurance Company, Montreal, Canada.

ANDREW ROBERTSON, PRESIDENT. Hon. J. R. THIBAUDEAU, VICE-PRESIDENT.
ARTHUR GAGNON, SECRETARY.
C. F. SISE, Boston.....Resident Manager for United States.

WM. HUGHES, Manager, 181 Broadway, New York.
JOHN NAGHTEN, General Agent, Chicago, Illinois.
J. A. RIGBY, General Agent, Baltimore, Md.
DOUGLAS WEST, Manager, New Orleans, La.
W. J. CALLINGHAM & CO., General Agents, San Francisco, Cal.

LA CAISSE GENERALE

Des Assurances Agricoles et des Assurances Contre l'Incendie, of Paris, France.

Incorporated by Imperial Decree in 1858.

PARIS FIRE OFFICE.

UNITED STATES TRUSTEES IN NEW YORK:

LOUIS DE COMEAU, Esq., of De Rham & Co., Merchants.
CHAS. COUDERT, Jr., Esq., of Coudert Bros., Counsellors-at-Law.
CHAS. RENAULD, Esq., of Renauld, Francois & Co., Importers.

Assets in the States, January 1, 1878..... $427,881.28
Liabilities in the United States, including Reinsurance Reserve..... 205,861.31

JULIEN LE CESNE, Resident Secretary.

T. J. TEMPLE, Manager for the Middle States, Western Union Building, New York.

ESTABLISHED 1840. CHARTER PERPETUAL.

Lycoming Fire Ins. Co.

OF MUNCY, PA.

W. P. I. PAINTER.....President.
HENRY ECROYD.....Vice-President.
JAS. M. BOWMAN.....Secretary.
W. H. H. WALTON.....Treasurer.

A. E. MOORE, Manager Eastern Department - 161 Broadway New York.

1851. THE 1877.

MASSACHUSETTS MUTUAL

LIFE

INSURANCE COMPANY,

SPRINGFIELD,..... MASS.

INCORPORATED 1851.

Assets, $6,421,777.04.

All Policies non-forfeitable by law of the State of Massachusetts.

E. W. BOND, *President and Treasurer.*
HENRY FULLER, JR., *Vice-President.*
AVERY J. SMITH, *Secretary.*
OSCAR B. IRELAND, *Actuary.*
DAVID P. SMITH, M. D., *Medical Examiner.*

WATERTOWN

FIRE

INSURANCE COMPANY,

WATERTOWN, N. Y,

Insures Residence Property Against FIRE AND LIGHTNING.

January 1, 1877.

Cash Capital... .....$200,000.00
Cash Assets..... 725,819.08
Reinsurance Fund..... 433,602.72
Net Surplus..... 64,754.72

HON. WILLARD IVES,.....President.
U. S. GILBERT,.....Vice-President.
JESSE M. ADAMS,.....Secretary.
C. H. WAITE,..... ...General Agent

NEW YORK OFFICE,
81 Cedar Street,
SATTERLEE & SMITH, AGENTS.

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NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY,

OF MILWAUKEE, WIS.

ASSETS, January 1st, 1878, $18,173,256.90.

SURPLUS. (OVER 4 PER CENT. RESERVE,) - - - - - - - $2,789,236.52.

For Each of the past four years (1874, 1875, 1876 and 1877) its interest receipts have exceeded its entire death losses and working expenses. This showing is unparalleled in the history of Life Insurance.

H. L. PALMER, President. MATTHEW KEENAN, Vice-Pres't. EMORY McCLINTOCK, Actuary. WILLARD MERRILL, Secy.

J. S. GAFFNEY, Superintendent of Agencies Eastern Department, 160 FULTON STREET, NEW YORK.

FIRE ASSOCIATION

OF PHILADELPHIA.

Organized 1817.

WILLIAM T. BUTLER.....President.
A. LOUDON SNOWDEN.....Vice-President.
JACOB H. LEX.....Secretary.

ANDERSON & STANTON, Agents,
No. 152 BROADWAY, NEW YORK.

PIEDMONT & ARLINGTON

LIFE INSURANCE COMPANY,

RICHMOND, VA.

Accumulations, - - $2,000,000

D. J. HARTSOOK,.....President.
JOHN E. EDWARDS,.....Vice-President.
J. J. HOPKINS,.....Secretary.
B. C. HARTSOOK,...Assistant Sec'y and Cashier.
PROF. E. B. SMITH,.....Actuary.
DR. C. H. SMITH.....Medical Examiner.
W. C. CARRINGTON..Counsel and Legal Adviser.
H. C. DESHIELDS,.....Sup't Agencies.
L. S. EDWARDS.....Gen'l Agent Home Office.

FAIRFIELD FIRE INS. CO.

South Norwalk, Conn.

Cash Capital	$200,000.00
Cash Assets, January, 1878	313,018.41
LIABILITIES.	
Reinsurance and all claims	$74,530.73
Net Surplus	38,487.68

W. S. HANFORD.....President.
H. R. TURNER.....Secretary.

T. S. TRUAIR, GENERAL AGENT,
Syracuse, N. Y.
A. T. SMITH, GENERAL AGENT,
156 La Salle Street, Chicago, Ill.

THE SOUTHERN MUTUAL

LIFE

INSURANCE COMPANY,

OF KENTUCKY.

S. W. CORNER THIRD & JEFFERSON STS.,

LOUISVILLE.

J. B. TEMPLE,.....President.
L. T. THUSTIN,.....Secretary.
S. T. WILSON,.....General Agent.
E. D. FOREE,.....Medical Director.

Under the management of a Board of Directors composed of some of the best business men of Louisville, subject to the rigid insurance laws of the state, requiring the safest investments. The Assets of the Company are nearly

$1,000,000,

of which the Surplus to Policy-holders is nearly **$150,000,** and both Assets and Surplus steadily increasing.

The management of the Company has been eminently conservative, keeping safety always in view, avoiding experiments and new-fangled plans alike dangerous to a Company and disappointing to Policy-holders. The death-rate has been favorable, and the distribution of Surplus has been annual, regular and equitable.

Agents of good character for integrity, business tact and energy wanted.

HANOVER

FIRE

Insurance Company,

OF THE CITY OF NEW YORK,

No. 120 Broadway, Cor. Cedar Street.

(Incorporated 1852.)

Capital paid in in cash.....	$500,000 00
Reserves for all liabilities, including reinsurance.....	568,300.41
Net Surplus.....	553,398.07
TOTAL ASSETS.....	$1,621,698.48

Agencies in all the principal Cities and Towns in the United States.

B. S. WALCOTT.....President.
I. REMSEN LANE.....Secretary.

John Hancock

MUTUAL LIFE INS. CO.,

BOSTON, MASS.

GEORGE THORNTON.....President.
SAMUEL ATHERTON.....Vice-President.
GEO. B. WOODWARD.....Secretary.
CHAS. G. WOOD.....Treasurer.

ASSETS.

State, City & Corporate Bonds & Loans.	$271,000.00
National Bank Stocks	35,500.00
Railroad Bonds and Loans	443,000.00
Loans on Mortgages	1,424,395.00
Loans on Collateral	48,050.00
Premium Notes	308,404.27
Bills Receivable	2,248.81
Loans on Personal Security	1,500.00
Agents' Balances	10,235.08
Commuted Commissions	1,865.91
Cash in hand and in Banks	16,882.35
Real Estate, owned by the Co., cost	113,621.44
	$2,671,702.86
Deduct depreciation from cost of Real Estate	4,263.93
	$2,667,438.93
Also:—	
Interest due and accrued	$67,572.04
Rents due	1,960.78
Excess of Market Value of Investments over par	28,680.00
Outstanding Premiums on Policies in force, on which a liability was calculated, Dec. 31, 1877.....$70,834.69	
Less loading 20 per cent. 14,164.94	56,659.75
Gross Assets, Dec. 31, 1877	$2,822,311.50
LIABILITIES.	
Net Value of Outstanding Policies (Massachusetts standard, 4 per cent.)	$2,510,290.49
Losses Due and Unpaid	7,715.00
Losses Outstanding, not yet due	24,255.00
Matured Endowments, due and unpaid.	640.00
Premiums paid in advance	1,465.23
Dividends due and unpaid	11,908.41
Rents due and unpaid	1,000.00
Total Liabilities, Dec. 31, 1877	$2,557,274.13
Surplus as regards Policyholders (Mass. standard, 4 per cent.)	$265,037.37
Policies issued in 1877, 1,232, insuring	2,609,647.00

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ÆTNA

LIFE

INSURANCE COMPANY,

Hartford, Conn.

Assets, Jan. 1, 1878, $24,141,175.70

T. O. ENDERS, PRESIDENT.

W. H. BULKELEY,.....VICE PRESIDENT.
J. L. ENGLISH.....SECRETARY.
H. W. ST. JOHN,.....ACTUARY.
G. W. RUSSELL, M. D., CONSULTING PHYSICIAN.
J. C. WEBSTER,.....SUP'T OF AGENCIES.

The ÆTNA issues policies on all plans in general use, at unusually low cash rates, with annual cash dividends. It also issues RENEWABLE TERM POLICIES on a plan originally introduced by this Company, which furnishes insurance at the *smallest possible outlay of money*.

All policies non-forfeiting by their terms.

Desirable agencies can be obtained by applying to the Company's General Agents, or to the Home Office.

KENTON INS. CO.

ORGANIZED IN 1867.

Statement, July 1st, 1878.

ASSETS.

Bonds, Mortgages and Stocks	$193,024.35
Real Estate and personal property	10,375.00
Collateral Loans and Bills Rec. for Inland Premiums	20,015.53
Due for Fire Premiums, Rents and from other insurance companies	17,571.54
Cash on hand and Interest accrued	7,636.58
Total Assets	$248,623.00
Liabilities—Capital Stock, all paid up	$150,000.00
Reinsurance Reserve and all other claims	69,287.82
Net Surplus	29,335.18
	$248,623.00

OFFICE IN COMPANY'S BUILDING,

N. W. Cor. Fifth and Madison Streets, COVINGTON, KY.

V. SHINKLE.....President.
GEO. COKER.....Secretary.

GERMANIA

INSURANCE CO., NEWARK, N. J.

January 1, 1878.

Cash Capital	$200,000.00
Total Assets	$261,644.10

LIABILITIES.

Reinsurance Fund	$40,607.14	
Unpaid Losses and all other Claims	6,036.41	
Capital Stock	200,000.00	
Net Surplus	15,000.55	
		$261,644.10

JAMES M. PATERSON.....President.
JULIUS B. BROSE.....Secretary.

NATIONAL LIFE

INSURANCE COMPANY,

Of the United States of America.

WASHINGTON, D. C.

CHARTERED BY CONGRESS.

Cash Capital, - - $1,000,000

Assets, Jan. 1st, 1878.....$4,023,362.94

Surplus, Jan. 1st, 1878..... 1,300,814.83

All this Surplus is security additional to the Reserve, which is calculated on a 6 per cent. basis.

Ratio of Assets to Liabilities..... ..148 per cent.

THE LARGEST CAPITAL OF ANY LIFE INSURANCE COMPANY IN THE WORLD.

Perfect Security. Low Rates of Premiums. Definite Contracts.

OFFICERS,

EMERSON W. PEET.....President and Actuary.
J. ALDER ELLIS.....Vice-President.
JOHN M. BUTLER.....Secretary.
SAMUEL M. NICKERSON, Chairman Finance and Executive Committee.

J. W. BRAZIER, Manager,

155 BROADWAY.....NEW YORK.

THIRTEENTH ANNUAL STATEMENT, JANUARY 1, 1878, OF THE

ST. PAUL FIRE AND MARINE INS. CO.

C. H. BIGELOW, **President.**

CHAS. A. EATON, **Secretary.**

ASSETS.

Cash Capital	$400,000.00
Surplus	458,056.42
Total Assets	$858.056.42

LIABILITIES.

Capital	$400,000.00
Reinsurance Reserve	280,905.66
Unadjusted Losses	16,980.50
Commissions unpaid	7,994.18
Net Surplus	152,176.08
	$858,056.42

Losses paid since organization of Company, $2,193,946.08.

New York Office, 179 Broadway, at Office of the German-American Ins. Co.

THE

PENN MUTUAL LIFE

INSURANCE COMPANY,

Of Philadelphia.

OFFICE.....No. 921 CHESTNUT STREET.

Incorporated in 1847.

Assets,.....$6,280,723.46.

PURELY MUTUAL.

Surplus returned Annually in reduction of Premiums or to increase insurance.

Policies non-forfeitable by the rules of the Company.

Endowment Policies issued at Life Rates.

SAMUEL C. HUEY, President.

SAMUEL E. STOKES.....Vice-President.
H. S. STEPHENS.....2d Vice-President.
JAS. WEIR MASON.....Actuary.
HENRY AUSTIE.....Secretary.

JAS. H. LANGFORD, . . Gen'l Agent,

No. 161 BROADWAY, NEW YORK.

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The Chronicle.

A Weekly Insurance Journal.

VOL. XXII., No. 5. OFFICE, 145 BROADWAY. NEW YORK, THURSDAY, AUGUST 1, 1878. J. J. W. O'DONOGHUE, Editor.

Fire Insurance Companies of New York State.

The condition on the 30th of June of many of the joint-stock fire insurance companies of New York state, as exhibited elsewhere in this paper, was far from being satisfactory. While the companies were unusually fortunate as regards losses during the past six months, yet thirty-five of them succeeded in expending more money than they received. This peculiar financial feat was accomplished by the withdrawal of certain amounts from funds which had been previously gathered to provide against unusually large losses or extraordinary emergencies which accompany great conflagrations. Three companies succeeded in not only expending all of their income and surplus, but also made drafts upon their capital.

It is quite true that the expenditures of many of the companies numbered among the thirty-five alluded to were not very largely in excess of their incomes; but there is no justifiable reason that the gross expenditure of companies during the past six months especially should have exceeded their total income. In the light of experience, it is quite safe to assume that the losses by fire during the next six months will be such as to bring the total loss for the year up to the average. In this most probable event, how will it be with the companies which have reduced their surplus? Are they prepared to follow the example of the three companies which completely wiped out their surplus and impaired their capital? Or should any of our cities be swept with the fiery winds of a great conflagration—an occurrence which is not at all improbable—will they be prepared to meet their lawful obligations? or are they willing to be numbered among the companies which have gone down in ruin and disgrace?

These are questions which each company must answer for itself. It will not suffice to satisfy policyholders when the hour of destruction comes—as come it will—to say that the rates of premium were inadequate, and that the demands of exacting stockholders for dividends had to be supplied. Every obligation must be fully and squarely met, and the company which is not able to do so will be consigned to the grave which by its reckless management it had prepared for itself.

To those seeking fire insurance a reduction in the assets of a company, after the manner above described, means a decline in the ability of that company to fulfil its obligations. Assets and security are synonymous terms. Reduce the former and the latter becomes simultaneously impaired. And yet it would seem that some underwriters are ignorant of this palpable fact. Certain it is that some of them ignore it in their actions.

The remedy for this state of things is within easy reach of the companies themselves. If they are determined to continue assuming risks at inadequate rates they can cut down expenses and reduce dividends. If some such needed reforms are not introduced into the management of companies which are consuming their surplus funds, their policyholders will be apt to seek more reliable indemnity elsewhere.

Fidelity Insurance.

One of the most humiliating reflections upon our age is the growth of dishonesty. The daily papers teem with disheartening details of defalcations and breaches of public and private trusts. Among the employés of moneyed institutions, from the exalted president down to the humble office boy, dishonesty is practiced to an appalling extent. Men to whom public confidence and private interests were unhesitatingly given are being constantly revealed as double-dyed rascals. Confidential clerks, whose attention to their employers' business seemed as constant as their attendance at church was regular, form a considerable proportion of the continually increasing number of absconded defaulters. In fact, among those engaged in insurance, banking, railroad and all other financial and mercantile pursuits in this country, instances of dishonesty are of frequent occurrence.

Whatever cause may be assigned for the existence of this lamentable depravity in the morals of many of our people, there is no doubt that something ought to be done to mitigate it. We see that our police system, with its detective and restrictive adjuncts, has failed to successfully cope with the growth of this moral malaria, which has ruined, and is daily ruining, the prospects as well as the reputations of many of our most promising young men. It seems to us that at least a partial remedy for this evil can be found in the introduction and proper application of fidelity insurance.

This description of insurance has been practiced with great success since 1842 in Great Britain, where there are now no less than eight corporations engaged in the business. In Canada, too, it has met with public favor, and with profitable results to those engaged in it. Everybody acquainted with the *modus operandi* of this system of insurance readily admits the advantages it affords to the employer and the employé, as well as to the community among whom it is practiced. It will suffice for our present purpose to point out a few of these advantages.

It will be conceded that in the majority of cases where private suretyship is given, the party whose fidelity is insured is either a personal friend or a relative of the insurer. This being so, it will also be conceded that should a party so insured prove unfaithful to his trust it is far from probable that his criminal prosecution would be facilitated by his surety. It is much more probable that the loss to the defaulted employer would be made good, and, to save the reputation of the defaulter or his family, the commission of the crime would be concealed and the offence condoned. That such has been the case in very many instances cannot be intelligently disputed. The effect of thus permitting crime to go unpunished need not be defined.

Now, if the surety had been an incorporated company the chances of the defaulter's escape from conviction and punishment would have been reduced to a minimum. Indeed, it is quite manifest that it would have been of prime importance to such a company to secure the conviction of a defaulter whose fidelity

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had insured, so that a wholesome lesson would be thereby taught to other persons who might be tempted to commit a similar crime. No friendly consideration or sympathy for defaulters is likely to enter into the bowels of a soulless corporation whose business it is to make good the sum stolen by those whose honesty it has guaranteed. To render punishment for breaches of trust more certain cannot fail to reduce the number of such offences; and this desirable result can be, without doubt, attained through the operations of fidelity insurance companies.

This system of insurance presents another feature which is also most commendable on moral grounds. Under it provision is made that the employer must observe a close and wholesome watchfulness over the accounts of the employé. The guarantee bond contains a condition that the accounts of the insured must be examined and checked at specific periods by the assured. The non-compliance with this condition relieves the guarantors of liability should a defalcation occur. A limit to the time during which a defaulter could carry on his operations is thus effected, and a certain check to the continuance of dishonest practices on the part of employés secured.

The advantage afforded to employers by reputable corporations operating this system is apparent. Instead of relying, as is now too often the case, upon doubtful private security to make good the defalcations of employés, this system so operated would afford employers absolute indemnity; while applicants for positions of trust, who are loath to seek or unable to obtain private security can, under this system, purchase with a small annual premium better and more acceptable security.

Under the auspices of the recently incorporated Guarantee Association, of this city, the almost incalculable advantages of fidelity insurance will be soon practically illustrated in this country. This organization will be conducted by an experienced and competent management, and its success can only be measured by the wide field over which it will operate.

That Mysterious $5,000.

In referring to the groundless allegation contained in a petition filed in the Chicago courts by certain policyholders of the defunct Republic life insurance company that the editor of THE CHRONICLE had received $5,000 for indorsing that company after a change in its management had been made, and after quoting an article from THE CHRONICLE on the subject of said absurd allegation, the Chicago *Investigator* for July says:

As long as he was about it, it is a pity O'D. didn't give a full statement of the transaction with which it is sought to connect him crookedly. The late Edgar A. Hewitt had been, if we are not mistaken, connected with the Republic before he was with THE CHRONICLE. His relations with the officers of the company were cordial; in fact, he felt an interest in the institution. But for all that, Hewitt didn't believe that his friends were running the Republic in a manner conducive to success, and he made remarks to that effect in a series of CHRONICLE articles. It is not to be doubted that these screeds had an effect—that the management desired to stop them; and it is very certain that a consultation was held between the Farwells—one of them anyway—and Hewitt and O'Donoghue. The result of this was that the company was reorganized just as Hewitt had insisted it should be, and THE CHRONICLE very naturally endorsed the reformed administration.

Thus far we can tell a straight story without moistening the paper with bitter tears, but when we get right down to thinking about that $5,000 we must ask the reader to excuse us while we weep. The sight of J. V. Farwell or C. B., his relative, passing over $5,000, would be something to make angels and ministers of grace d— (bless) their eyes like an elderly British naval man. No, sir! it couldn't be done! If somebody had Brother F. foul, and had a monkey-wrench on his ear, and was twisting it for business, he might squeeze a promise for some sum of money, but the money itself—never.

Since our friend O'D. has the name of having despoiled the bloated capitalist it is a great pity he hasn't the game, but truth compels us to remark that anybody traveling to the source from whence that pleasant little $5,000 is said to have risen will return empty, for he will only have the sad satisfaction of agitating a pump the sucker of which was never known to be moistened.

The *Investigator* is in error as to Mr. Hewitt's connection with the Republic. He was connected with THE CHRONICLE for three years before the Republic was organized, and the only connection he ever had with that institution was that of supplying it with special articles, which it had printed in its own office and circulated therefrom. For this work Mr. Hewitt received a salary, the amount of which was fixed before the work had been inaugurated. But not approving the manner in which the company was conducted, he soon ceased to supply the articles alluded to, and wholly severed his brief connection—if such it can be called—with the Republic. The other remarks of the *Investigator* are as correct as they are felicitous.

Building Laws.

From the National Fireman's Journal, New York.

The successful prevention of fires is largely dependent upon the proper administration of our building laws. So far as the laws themselves are concerned, they are calculated to do away with the erection of a dangerous class of buildings, of which we already have too many with walls so insecure that they will scarcely sustain their own weight, and filled from the cellar to the top of their mansard roofs with the most inflammable kind of building material. The city is already full of such buildings, which, in case of fire, are active agents in spreading the flames; while, at the same time, they threaten with instant death any fireman who may be venturesome enough to enter them. It was the purpose of the building laws to prevent the erection of any more such structures. Yet we see them going up constantly in every direction. This could not be were the building department honestly and zealously administered. Mr. Walter W. Adams is the present superintendent of that department, and his inefficiency, to call it by no harsher name, has been denounced frequently in the public prints. He is charged with making his department a purely political machine, appointing his numerous subordinates because of their political influence rather than their ability to discharge their duties fairly. Corruption of the most unblushing character is charged against these subordinates, who, it is alleged, blackmail builders, contractors and property owners indiscriminately. The patentee of a fire-escape, designed for tenement houses and factories, recently told us that it had become impossible for him to put one of his escapes on a building in this city since he stopped "bleeding" whenever the employés of the building department made a raid on his pocket-book. They used to come to him weekly to borrow from $25 to $100, and never thought of repaying it, and when he refused to "accommodate" them further they refused to approve of his fire-escape, and consequently property owners were compelled to buy others. It is openly charged that some of the officials are interested in the manufacture of fire-escapes and other building essentials, which they force upon property owners. If the latter should refuse to buy it is in the power of these officers to cause them much trouble and expense. Some of these inspectors are utterly ignorant regarding the construction of buildings, being neither practical architects, house carpenters or masons, nor have they passed the examination required by law.

It is alleged that whoever desires to do so can evade any and every provision of the building laws if he will only pay the inspectors what they demand. We know that officers of the fire department frequently report buildings that are insecure, or that need additional precautions for saving life in case of fire, and it seems to be left entirely optional with the owner whether he will make the changes suggested or not. What influences he brings to bear

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on the building department to secure immunity, it is impossible to say, but the potency of a liberal fee is proverbial.

The safety of buildings is a matter in which the firemen are directly interested, and one in which they should have some voice. They are constantly called upon to risk their lives in these frail structures, and, when they discover defects in their construction, they should have power to compel the owner to make needful changes. In fact, the building department should be a bureau of the fire department, and controlled by the fire commissioners. Through the officers of the different fire companies they are better provided with the means of making frequent inspections of buildings already erected, and of watching over those in process of building than any other department of city government. A majority of the firemen are experts in such matters, and their services could be obtained without cost to the city, thus saving the ninety or one hundred thousand dollars a year which Mr. Adams now expends annually, to say nothing of the saving to individuals of the "perquisites," now extorted from them by the subordinates of the department.

Since the above was written, the board of aldermen have ordered an investigation of the building department. Whether it is to be an honest investigation, or a whitewashing affair, remains to be seen.

Iowa Underwriters' Association.

A large number of the local fire insurance agents of Iowa met in convention at Des Moines on the 24th ult. The meeting was called for the purpose of organizing a state association of underwriters. After the appointment of C. W. Fracker as temporary chairman, and John Lahee and H. C. Paige as temporary secretaries, a committee on resolutions was selected. The committee presented the following report, which, after considerable discussion, was adopted "as expressive of the necessity of the meeting, its object and probable results":

WHEREAS, The business of fire underwriting in the state of Iowa has become sadly demoralized by reason of the want of a hearty coöperation between agents and between companies, and the reckless competition thereby incited; and,

Whereas, This demoralization seriously threatens the stability of our companies, the security of our patrons and the vital interest of ourselves as agents; therefore, be it

Resolved, That we, local fire insurance agents of the state of Iowa, in convention assembled, hereby organize ourselves into a state association, subject to a constitution and by-laws, to be hereafter presented;

Resolved, That the objects and purposes of our association shall be: 1st, To sustain local branches by the coöperation of the members of this association in establishing and maintaining adequate, uniform and equitable rates of premium, based upon the real merits of the risk, guided by the light of past experience, and in enforcing all just rules and regulations of such local branches.

2d. To repress incendiarism and arson by the apprehension, combining in wise and suitable measures for conviction and severe punishment, of parties guilty of such crimes.

3d. To devise and give effect to measures for the protection of the common interest, and the promotion of such laws and regulations as will secure stability and solidity to capital employed in the business of fire insurance and the protection of our patrons, our companies and ourselves against burdensome, oppressive, unjust and discriminating legislation.

4th. To promote harmony, correct practice and good underwriting among the profession, the interchange of views, of opinions and personal experience and the consideration of matters of a legitimate and practical nature pertaining to the business of local fire insurance.

The following officers were elected for the ensuing year: President, C. W. Fracker, Marshalltown; first vice-president, D. H. Heartwell, Davenport; second vice-president, Ira Cook, Des Moines; third vice-president, Wm. Seidentopf, Council Bluffs; treasurer, A. V. Eastman, Cedar Rapids. As a result of a formal ballot, the following gentlemen were declared duly elected an executive committee: A. Howell, Des Moines; H. P. Ninde, Oskaloosa; J. J. Heider, Burlington; J. O. Briscoe, Ottumwa.

At a subsequent meeting of the committee, H. C. Paige, of Des Moines, was elected secretary of the association. Complete unanimity prevailed throughout the meeting, and the association adjourned to meet on call of the executive committee.

Pay-As-You-Go Life Insurance.

From the Kansas Insurance Commissioner's Report.

Under this plan of life insurance members or policyholders of the associations are assessed to pay death losses as they occur. None of this class of companies are doing business in this state by authority from this department. None have a right to do business in this state except such as are exempt from the supervision of this department by the provisions of section 6, chapter 112, laws of 1875, which reads: "The provisions of this act shall not be construed so as to prevent any Masonic, Odd-Fellow, religious or benevolent society, of this state from issuing indemnity to any one against loss by death of any of its members."

The societies referred to in that section are not insurance companies, operated for gain, but purely benevolent organizations which restrict benefits to their respective members. They are permanent organizations, managed with little or no expense by their own members of known ability and character, responsible for their actions to the orders they represent.

The object of this article is to speak of such societies or associations as claim to conduct their business with the general public on similar plans, but are not connected with any permanent organization of known good character. Such, like other insurance companies, are organized for the purpose of making money, and are managed by individuals little known, and accountable only to themselves.

Several of these societies have made application to this department for authority to do business in this state, but have been refused. This plan of insurance, so far as its working has come to my knowledge, managed as it is, is deceptive, and dangerous to the welfare of the communities where operated. The persons who organize these associations do not invest a dollar of their own money in them. Their patrons furnish all of it.

The necessary data for illustrating the true working of one of these organizations is before me; it is only a sample of all such which I have investigated. I will lay it before you, and allow it to speak for itself. Taking for granted that the company and the insured will fill their contracts; consider the company organized, constitutition and by-laws adopted, providing that the number of members in a class shall not exceed twenty-five hundred; each member when the class is full to be insured for two thousand five hundred dollars, and until filled a proportionate amount. Any person, man or woman, between the ages of fifteen and sixty-five years, who can pass the medical examination and will pay the necessary amount, can become a member. The membership fee, to be paid in advance, is $16; annual dues, payable in advance, $5. These two items, by a provision of the by-laws, are the exclusive property of the managers, to pay them for services and expenses. To pay losses when they occur each member is assessed according to the group classed in by age—six groups in all. The youngest members composing a group are assessed to pay each death loss seventy-five cents, and ten cents to pay expense of collection, making eighty-five cents. The oldest members' group pay two dollars and fifty cents, and ten cents for collection expenses, making two dollars and sixty cents. The average assessment per member to pay a single loss is one dollar and sixty cents. The two or three individuals who have organized this *aid society* and are to handle its money commence business. At the end of a year they find the class full, and that 2,500 persons have each paid a membership fee of $16=$40,000; and that they have each paid one year's dues, $5=$12,500—making a total of $52,500. This *aid society* now has twenty-five hundred members, and if they have a *desirable thing* they will stay in the society until removed by death, and as fast as they drop out their places will be filled by new members.

The average duration of life of a generation of people, from infancy to the grave, is about thirty-three years. The insured composing this society range in age from fifteen to sixty-five years. They are selected lives. But past experience will not admit of allowing these twenty-five hundred individuals more than thirty-five years to die. They have already paid:

For membership and one year's dues	$52,500
Dues of twenty-five hundred members for thirty-four years, at $5 per annum	425,000
Twenty-five hundred assessments of twenty-five hundred members on an average of $1.60 each, to pay death-losses	10,000,000
Aggregate paid by the assured	$10,477,500
Returned to the insured twenty-five hundred death losses of $2,500 each	6,250,000
Balance left for managers ($130,785.71 a year)	$4,227,500

To distribute this aggregate paid, and average it for the thirty-

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five years, it would be $299,357.14 to be paid each year; and of this amount each member must contribute $119.74 per annum, to pay for twenty-five hundred dollars insurance, or $47.90 per thousand. The society having disposed of the first twenty-five hundred members, has twenty-five hundred new ones who have taken their places, and have paid $40,000 membership fees not considered above.

To go back. A single death loss is $2,500; to pay it each member is assessed, on an average, $1.60, making a total of $4,000. Why collect $4,000 to pay a debt of $2,500? The by-laws provide for an assessment for each death, and for the surplus collected to go into the expense fund of the managers.

If the death rate in the early years of these organizations is less than the general average, it must be just so much greater than the general average in later years.

Death is certain; insurance should be.

Facts which exist as shown, only requiring time to complete, need no comments.

Trading Names of Companies.

From the Review, London.

A case of very considerable importance was recently decided by the master of the rolls. What is in a name may sound well enough in poetry, but in the real business of life the right to use a name may make an enormous difference in the business operations of a company. Nearly all the cases upon the subject have had to do with insurance offices. The first case on record was decided nearly thirty years ago. There the London and Provincial Law assurance society commenced chancery proceedings against the London and Provincial Joint Stock life assurance company, to restrain them from using the words London and Provincial as part of their name, on the ground that it was likely to mislead the public and inflict considerable injury upon the former company. The matter came before Vice-Chancellor Knight-Bruce, and the plaintiffs took nothing by their motion. The 20th section of the companies' act of 1862 provides that "no company shall be registered under a name identical with that of which a subsisting company is already registered, or so nearly resembling the same as to be calculated to deceive." Assurance companies have supplied the books with two decisions upon this section. The London assurance company were unsuccessful in proceedings against the London and Westminster assurance company, limited, to restrain them from using their name.

Subsequently to this, the Colonial life assurance company failed in proceedings against the Home and Colonial assurance company, limited. In giving judgment the late master of the rolls expressed himself as follows: "If a company which does colonial business cannot call itself 'colonial,' it is obvious that under a species of assertions that the word 'colonial' is symbolical, the plaintiff might prevent every other person using it as descriptive of his trade. It is obvious that such a claim cannot be maintained; it would establish a monopoly of the words 'home' and 'colonial.'" There have been some other cases upon the same subject; but as they do not concern insurance companies, and as there is no point of principle involved, it is unnecessary for us to notice them. The present decision of Sir George Jessel has at last placed the law upon a broad and intelligible basis. The principle is this: a corporation may assume any name they please, provided they do not do so with the fraudulent intention of taking away some one else's business. The real question in all cases, he said, was whether the name had been taken with the fraudulent intention of taking away the customers of the other company, or whether the names were so similar that the court must impute such fraudulent intention.

Law Reports.

The Chicago *Tribune* of the 16th ult. contains the following synopsis of decisions rendered on the previous day by the appellate court at that city. As will be seen the decisions involve interesting questions to insurance stockholders:

Rigley *v.* Egan. This was a suit to enforce the personal liability Egan as stockholder in the defunct Equitable insurance company. This company was organized under a special law in 1861, and the suit was to enforce his personal liability as provided in the general law of 1869. There was a reservation in the charter of the power to amend the charter, and the only question was as to whether the act of 1869 by its terms applied to the case of the present company. The appellate court held it did not. There was a manifest conflict between the sixth section of the charter and the sixteenth section of the general insurance law. The former provided that only a part of the subscription need be paid in cash; the latter that all subscribers should be liable until all the stock was paid in. The company was organized on the principle of taking its stock subscription to be secured by the subscribers to the satisfaction of the directors instead of being paid in in cash. Section 19 of the general law expressly provided the capital stock of existing corporations might continue as before. There seemed to be one express reservation in favor of the Equitable insurance company, so that by the express terms of section 19 the provision of the act of 1869 did not apply to that company. Such being the case the defendant in error was not liable under the act of 1869, and the judgment of the court below, being in favor of the defendant, would be affirmed.

Weiclinger *v.* Spruance. Affirmed. In this and the preceding cases Judge Bailey delivered oral opinions, giving the reasons for the affirmance of the cases. This was a suit against Harmon Spruance to enforce his personal liability as stockholder in the Commercial insurance company. The company was organized in 1865 under a special charter. The plaintiff in error recovered judgment in the court below. Judge Bailey, in deciding the case, said the only question was as to the applicability of the general law of 1869 to the Commercial insurance company. Section 16 of the general law made the stockholders of any company liable under certain conditions; and section 19 brought under the law all insurance companies theretofore created. It was only necessary to consider whether the legislature had power to so amend the charter as to impose a personal liability on the corporators. No such individual liability was imposed by the charter, nor was there any power reserved in the charter to the general assembly to make any amendment thereto. In the absence of any such reservation of power, the charter was an irrepealable contract between the state and company, protected by the constitution of the United States. Nor did the constitution of 1848 grant any such power, and during the life of that constitution it was not contended that it had such power. Judgment affirmed.

Following is the text of the important decision rendered by the supreme court of Illinois in the case of the Mercantile insurance company *v.* Jayne, and of which brief mention was made in THE CHRONICLE of July 11th:

MISTAKE—POLICY OF INSURANCE—POWER OF COURT OF LAW TO RECTIFY.

Hon. John Scholfield, chief justice; Hon. Sidney Breese, Hon. T. Lyle Dickey, Hon. Benjamin R. Sheldon, Hon. Pickney H. Walker, Hon. John M. Scott, Hon. Alfred M. Craig, associate justices.

1. There is no power in a court of law to rectify a mistake made in a policy of insurance, unless it clearly and satisfactorily appears from the face of the policy not only that there was a mistake in the language of the policy, but also what was the real intention of the parties.

2. An indorsement on the back of a policy of insurance cannot be admitted in evidence, in an action at law, as an explanation and rectification of the ambiguity upon the face of the policy, unless it appears that the indorsement was intended by the parties as expressing the terms of the contract.

3. Where a receiver has been appointed since the commencement of a suit against a corporation, he will not be made a party defendant at the suggestion of the plaintiff. If the receiver desires, he can be allowed to defend upon making application therefor.

Scholfield, C. J., delivered the opinion of the court:

This was a bill in equity exhibited by appellees against appellant in the court below, to correct a mistake in a policy of insurance on a stock of staves, headings, hoops and barrels in appellees'

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cooper shop in the city of St. Louis, and to enforce payment for a loss by fire of the insured property. It is alleged that appellees applied to Stewart & Co., the St. Louis agents of appellant, for a policy of insurance to run from May 22d, 1874, to April 3d, 1875, and paid to such agent the price charged therefor—$36.63; that, in issuing the policy, it was by mistake made to run from the 22d of May, 1874, at 12 o'clock noon, to the second day of April, 1874, at 12 o'clock noon, instead of to the 2d day of April, 1875, at 12 o'clock noon; that on the 11th day of November, 1874, the property insured was destroyed by fire; that proofs of loss were duly furnished appellee; that more than sixty days have elapsed since the same were furnished; that appellee has neglected and refused to correct the mistake in the policy, and that he has not repaid the loss or replaced the property destroyed. Appellant demurred to the bill for want of equity, but the court overruled the demurrer, and the appellant thereafter answered, denying each material allegation of the bill. The decree was in substantial conformity with the prayer of the bill.

The first objection urged to the decree is, that a court of equity cannot entertain jurisdiction of the case. It is argued that the mistake in the policy was merely clerical, and the intention of the parties obvious, so that the correction could have been made by a court of law; and, in support of this, the following quotation is made from Kerr on Fraud and Mistake (Bump Ed., p .417): "The rule at law is that an agreement cannot be varied by external evidence, and that the parties are bound by the document which they have signed and accepted as their agreement, unless there be error on the face of it so obvious as to leave no doubt of the intention of the parties, without the assistance of external evidence. If there be mistake or error on the face of an instrument a court of law can correct it." This last sentence is, of course, to be understood as qualified by that immediately preceding it. A mistake on the face of the instrument, however obvious, cannot be corrected at law, or, rather, disregarded by a court of law, unless from other parts of the instrument there can be no doubt of the intention of the parties. It is not, strictly speaking, accurate to say that courts of law, where, as in this state, the distinction between the jurisdiction and powers of courts of law and courts of equity is rigidly adhered to, will correct mistakes in written instruments. Courts of law possess no power to order changes made in the phraseology of written instruments offered in evidence. They simply adjudicate the rights of the parties upon the instruments as they are; but, in construing them, they seek for the intention of the parties, and if this can be discovered from all the language employed, clearly and satisfactorily, effect will be given to it, notwithstanding there may be some language used, which, taken by itself, would not authorize the construction adopted. A court of law, moreover, will not receive parol evidence to contradict or enlarge the terms of a written agreement, 2 Phillips on Evidence (Cowen, Hill and Edwards, notes), 665; 1 Greenleaf on Evidence, sec. 297. But the written instrument must be considered as containing the true agreement between the parties, and as furnishing better evidence than any which can be supplied by parol. 2 Phillips on Evidence, *supra*. But, in a court of equity, parol evidence is admissible of the real agreement between the parties in variation of the terms of the written agreement, and upon this, when sufficient, the mistake of the parties, will be rectified and the contract enforced as corrected. 1 Story's Equity Jurispudence, sec. 153; 2 Chitty on Con. (4th Am. Ed.) p. 1,022; 1 Greenleaf Evidence, sec. 296a. American express company *v.* Pinckney, 29 Ill., 392; Burr *v.* Broadway insurance company, 16 N. Y., 274, and Barnard *v.* Cushing, 4 Metc., 233, cited by counsel for appellant, only assert the general and familiar rules of construction that the whole contract is to be considered in giving construction to its terms, and that although there may have been a mistake in the use of language, yet, if notwithstanding the mistake, the intent still remains clear, the mistake may be disregarded in an action at law. The terms of a contract may or may not all appear upon one page of paper; they may be on several pages—on different sheets or on different parts of the same sheet. In every case it must be determined by the court from the evidence offered, whether that claimed to be the entire evidence of a written contract is so in fact; or whether there is also other evidence in writing that should be admitted.

It is here claimed by appellant that an indorsement on the policy of insurance would, in an action on the policy in a court of law, be received in evidence as a part of the contract, or, rather, as an explanation and rectification of the ambiguity upon the face of the policy. To have this effect it should appear that the indorsement was intended by the parties as expressing the terms of the contract wherein it is claimed to explain and correct the language of the policy, but otherwise there is no principle upon which it could be admitted without violating the rule we have referred to as controlling the admission of evidence in actions at law in variation of the terms of a written contract. Applying this test here, the endorsement will be found inadmissible. The endorsement is this: "Expires 7th April, '75. From Stewart & Co. Agency." By whom or when it was made does not appear. It may have been made, for all that appears, by an entire stranger to the transaction. It may have been made long after the execution of the policy by one party without the knowledge or approbation of the other. It proposes to bind nobody—contains no direction to any one having an interest in the policy or duties to perform in respect of the contract which it evidences—and is evidently but a memorandum made by some one for convenience of reference, and not accurate at that, for no one pretends the policy expires when it says it does—April 7, 1875—all admit that the day on which the policy expires is the 2d and not the 7th day of April. Our conclusion is that under the evidence now before us, had an action at law been brought on the policy, this endorsement would have been inadmissible for the purpose of explaining and rectifying the ambiguity on the face of the policy. Disregarding this evidence a court of law would have seen that there was clearly a mistake in the terms of the policy, because the date of its expiration was an impossible one. Thus far there would have been no difficulty. But to have justified such a court in disregarding the ambiguity and enforcing the contract according to the intent of the parties, it must have clearly and satisfactorily appeared from the face of the policy, not only that there was a mistake in the language of the policy, but also what was the real intention of the parties. The face of the policy fails to show what was the intention of the parties. There is no more reason for a court of law to conclude from the face of the policy that the mistake was in the year than in the month. It is obvious that it was just as liable to exist in the one respect as in the other, and there is no language that we have discovered that would decisively show that it must necessarily have been in the one, and could not have been in the other respect. We are, therefore, of opinion that the mistake was one peculiarly within the jurisdiction of a court of equity to rectify. Savage *v.* Berry, 2 Scam, 545.

After the filing of answer, appellant suggested that recently, and since the commencement of the suit, a receiver of appellant had been appointed in another chancery suit pending in the same court, and asked that he be made a party defendant. This the court declined to do, and that ruling is also assigned for error. There is no objection to this ruling. We said in T. W. & W. R. R. Co. *v.* Beggs, 85 Ill., 80, "the suit was regularly brought against the corporation prior to this adjudication, and it had not the effect to abate or continue an existing cause of action already in suit. We do not think that the mere fact that the property of a railroad corporation has passed into the hands of a receiver should bar a suit therefore instituted against a corporation to recover a demand against it. When the successful party undertakes its collection it may be the receiver can interpose." Had the receiver desired to be let in to defend he should have personally made application therefor. Lawrence *v.* Lane, 4 Gilm., 354. The other errors assigned are without merit. It was competent for the court in the same decree to rectify the mistake and give judgment for the amount due upon the policy as rectified. Ballance *v.* Underhill, 3 Scam., 459; Willis *v.* Henderson, 4 Id. 18; Broadwell *v.* Broadwell, 1 Gilm., 605. It in no wise prejudices appellant that judgment was given before the master in chancery formally rectified the mistake in the policy as directed by the preceding branch of the decree although informal. It was competent for the court to treat that as done which it determined should be done and decree accordingly.

The evidence in the additional abstract sustains the decree.

The decree is affirmed.

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Exhibit Showing the Condition and Business of all the New York Joint-Stock Fire and Fire-Marine Insurance Companies, Compiled from Statements Made to the Insurance Department, for the Six Months Ending June 30th, 1878.

NEW YORK STATE JOINT-STOCK FIRE AND FIRE AND MARINE INSURANCE COMPANIES.

Companies.	Total Unobjectionable Assets	Liabilities. Unearned Premium Fund	Unpaid Losses	All Other Liabilities, Except Capital	Capital Stock	Total Liabilities, including Capital	Net Surplus Beyond Capital. June 30, 1878	Net Surplus Beyond Capital. Dec. 31, 1877	Impairment of Capital.	Income for Six Months. Fire Premiums	Marine and Inland Premiums	Interest Receipts	All Other Items	Total Income	Expenditures for Six Months. Fire Losses	Marine and Inland Losses	Dividends to Stockholders	All Other Items	Total Expenditures
Ætna	$241,154	$21,283	$5,890	....	$200,000	$227,173	$13,980	$22,313	...	$30,890	....	$3,896	....	$34,786	$14,907	....	$10,000	$22,273	$47,181
Adriatic	277,087	39,171	7,450	$2,100	200,000	248,721	28,315	18,355	....	54,610	....	5,840	....	60,450	43,652	....	....	18,184	61,837
Agricultural, Watertown	1,105,783	695,953	34,228	452	200,000	887,634	218,148	201,939	....	229,321	....	24,631	$2,884	256,837	109,927	....	19,764	95,550	225,242
Albany, Albany	425,150	32,995	....	208	200,000	233,203	189,946	178,811	....	30,006	....	11,272	468	41,747	2,713	....	20,000	9,162	31,879
American	1,082,446	59,244	3,000	9,297	400,000	471,542	560,904	519,712	....	65,838	....	26,367	429	92,636	5,943	....	28,000	34,985	68,926
American Exchange	296,229	18,582	1,901	1,927	200,000	222,451	73,778	72,176	....	21,224	$1,675	7,800	....	30,701	580	$220	10,000	17,180	27,981
Amity	233,163	21,219	2,000	9,427	200,000	232,646	516	....	....	32,119	2,761	5,491	7,641	48,014	23,238	1,580	....	14,374	39,188
Atlantic	428,908	96,634	49,877	3,754	200,000	350,266	78,641	109,571	....	132,543	....	10,820	....	143,363	101,919	....	10,000	49,974	161,893
Broadway	582,782	23,327	3	1,422	200,000	224,752	307,979	300,841	....	24,008	...	12,879	....	36,882	1,413	...	20,000	12,540	33,954
Brooklyn, Brooklyn	383,878	20,093	....	1,000	158,000	174,093	209,785	204,883	....	19,245	....	9,650	225	29,121	4,708	....	15,300	13,346	33,355
Buffalo, Buffalo	292,781	46,618	20,342	70	200,000	267,026	25,755	37,041	....	32,189	29,154	7,060	....	68,404	26,816	6,469	10,000	21,139	64,424
Buffalo-German, Buffalo	712,087	96,775	12,175	6,338	200,000	317,288	394,748	381,706	....	87,084	....	13,648	4,901	105,634	51,135	....	20,000	27,687	98,823
Capital City, Albany	172,687	19,000	3,259	200	150,000	172,459	178	....	....	20,092	....	8,828	....	28,921	14,856	....	....	11,821	26,678
Citizens'	923,093	123,096	5,100	1,461	300,000	429,658	493,435	470,870	....	91,932	....	19,802	1,854	113,589	34,804	....	35,055	38,573	108,432
City	416,923	23,184	761	4,087	210,000	237,983	178,940	179,467	....	20,595	....	12,309	....	32,905	5,880	....	10,500	12,317	28,707
Clinton	451,841	42,484	11,180	2,456	250,000	306,120	145,720	136,365	....	44,478	....	11,815	145	56,489	19,751	....	15,000	21,122	55,873
Columbia	344,225	36,669	5,534	....	300,000	342,203	2,022	....	....	36,000	....	8,730	10,881	55,611	15,458	....	....	20,255	35,713
Commerce, Albany	413,184	47,167	7,700	....	200,000	254,867	158,316	152,496	....	39,908	....	8,887	520	49,310	11,925	....	16,000	20,329	48,255
Commercial	500,128	96,542	20,682	10,694	200,000	327,919	172,904	164,803	....	132,304	....	12,116	....	144,420	86,841	....	20,000	48,723	155,064
Continental	3,204,806	1,000,170	142,980	55,137	1,000,000	2,198,287	1,006,518	966,501	....	725,084	....	36,680	48,263	810,028	345,712	....	67,352	338,336	751,401
Eagle	874,290	45,211	9,791	1,599	300,000	356,602	517,688	496,730	....	60,886	....	22,888	2,353	86,078	9,320	....	29,456	22,190	61,167
Empire City	340,611	27,328	10,100	750	200,000	238,178	102,432	96,571	....	31,120	....	8,873	....	39,994	7,144	....	10,000	14,480	31,625
Emporium	206,686	15,609	2,550	500	200,000	218,659	....	....	$11,973	19,418	....	4,977	113	24,508	13,774	....	....	8,385	22,159
Exchange	369,966	47,087	9,230	3,533	200,010	259,860	110,105	111,727	....	60,671	405	10,964	1,625	73,666	35,587	....	10,000	35,043	80,630
Farragut	428,558	59,961	2,326	5,022	200,000	267,310	161,248	154,588	....	57,702	....	10,386	1,161	69,250	19,554	....	15,000	33,147	67,701
Firemen's	332,517	24,420	12,844	683	204,000	241,948	90,568	97,687	....	25,656	....	9,418	....	35,075	12,502	....	10,200	13,895	36,598
Firemen's Fund	198,327	42,000	17,631	2,082	150,000	211,713	....	....	13,386	41,280	....	5,497	....	46,778	34,380	....	500	21,139	56,020
Fireman's Trust	274,849	34,868	2,400	....	150,000	187,268	87,580	80,782	....	37,255	....	5,199	....	42,455	15,746	....	9,000	21,747	46,493
Franklin	211,091	13,000	5,750	5,000	200,000	223,750	....	....	12,658	12,915	....	6,345	....	19,261	30,189	....	....	13,826	44,016
German-American	2,334,100	525,000	89,000	....	1,000,000	1,614,000	720,100	686,950	....	527,838	....	59,281	....	587,120	244,868	....	50,000	260,407	554,775
Germania	1,609,338	380,621	48,826	....	500,000	929,448	679,889	653,088	....	275,574	....	47,640	....	323,215	115,941	....	75,000	149,698	340,575
Glens Falls, Glens Falls	865,959	270,788	25,611	4,416	200,000	500,766	365,192	333,690	....	134,025	...	22,008	127	156,160	89,687	....	10,000	47,789	147,477
Globe	376,148	40,171	4,532	1,666	200,000	246,370	129,778	116,152	....	40,944	....	8,849	3	49,796	16,787	....	10,000	21,883	48,621
Greenwich	642,200	110,878	9,218	917	200,000	321,013	321,186	301,673	....	108,065	9,628	18,594	75	136,359	85,969	3,819	30,000	51,350	121,139
Guardian	276,079	33,581	7,400	1,800	200,000	242,781	33,298	25,019	....	33,157	160	6,541	53	39,911	14,034	....	7,000	19,841	40,875
Hamilton	332,850	28,621	3,960	13,042	150,000	195,643	137,207	129,147	....	31,209	....	5,304	142	36,655	8,626	....	11,308	13,604	33,539
Hanover	1,620,957	445,202	70,135	6,400	500,000	1,021,737	599,219	553,398	....	283,499	....	45,365	....	328,865	157,779	....	25,000	148,166	330,945
Hoffman	371,766	68,218	8,325	....	200,000	276,543	95,222	98,477	....	53,947	....	11,072	....	65,020	36,025	....	10,000	28,187	74,212
Home	6,180,873	1,795,699	206,131	....	3,000,000	5,001,830	1,179,042	1,016,708	....	1,150,133	....	164,079	....	1,314,212	642,966	....	151,995	473,559	1,268,520
Hope	194,663	19,259	5,890	439	150,000	175,528	19,134	20,479	....	19,750	....	5,663	....	25,414	11,200	....	7,500	12,305	31,005
Howard	753,574	99,323	9,146	322	500,000	608,792	144,782	131,066	....	96,891	3,314	18,307	323	118,836	31,515	1,246	24,677	43,526	100,965
Importers' and Traders'	349,212	31,966	7,366	1,072	200,000	240,405	108,806	104,159	....	32,922	....	9,325	....	42,247	17,322	....	10,000	16,842	44,165
Irving	282,752	35,756	4,491	1,259	200,000	241,507	41,245	39,469	....	32,508	....	6,595	262	39,360	15,151	....	10,000	16,851	42,002
Jefferson	539,931	28,961	5,475	7,403	200,010	241,849	298,081	296,817	....	26,865	....	15,083	....	41,898	5,264	....	25,295	9,576	40,137
Kings County, Brooklyn	390,787	35,504	4,867	1,350	150,000	191,721	199,065	195,000	....	46,041	....	8,099	3,418	57,558	18,986	....	15,000	22,458	56,445
Knickerbocker	332,526	20,033	8,100	2,825	280,000	310,958	21,568	49,639	....	31,068	...	2,672	15,381	49,138	9,129	....	14,000	31,930	55,060
Lafayette	371,914	43,771	14,421	950	150,000	209,142	162,772	151,092	....	48,802	....	9,858	336	58,497	20,328	....	12,000	12,982	45,310
Lamar	421,881	76,691	17,000	1,768	200,000	295,459	126,421	126,919	....	74,468	7,377	10,965	....	92,711	34,365	2,568	10,000	28,046	74,980
Lenox	227,886	24,921	....	1,100	150,000	176,021	51,864	57,934	....	19,608	....	6,616	1,296	27,510	15,242	....	7,500	11,812	34,554
Long Island, Brooklyn	520,998	24,467	....	1,775	200,000	226,242	294,755	279,901	....	27,983	....	13,225	....	41,209	2,144	....	16,350	20,291	38,785
Lorillard	441,486	50,000	6,270	3,600	300,000	359,870	81,566	80,493	....	46,676	....	11,375	....	58,052	24,375	....	15,500	27,062	66,437
Manhattan	788,780	267,000	40,000	4,500	250,000	561,500	227,280	200,736	....	286,718	40,587	15,067	553	342,897	178,045	20,618	12,500	121,332	332,697
Manufacturers' and Builders'	437,129	29,980	807	4,912	200,000	235,699	201,430	192,806	....	36,284	....	11,148	449	47,882	4,231	....	12,000	25,032	41,264
Mechanics', Brooklyn	375,821	37,300	3,500	1,000	150,000	191,800	183,521	177,027	....	43,050	....	8,249	....	51,300	9,756	....	15,000	17,445	42,201
Mechanics' and Traders'	565,740	74,590	17,650	1,900	200,000	293,540	272,200	268,204	....	66,512	8,406	13,968	1,202	90,106	38,451	3,775	20,000	24,811	87,038
Mercantile	284,989	26,734	2,481	1,356	200,000	230,571	54,367	49,941	....	24,001	....	7,265	600	31,867	10,999	....	10,000	13,675	34,674
Merchants'	496,620	108,442	17,370	....	200,000	325,812	170,807	191,015	....	53,692	....	15,744	....	69,437	29,350	....	16,000	42,466	87,816
Montauk, Brooklyn	349,619	31,000	3,728	....	200,000	234,728	114,890	114,915	....	34,524	....	10,707	262	45,493	19,822	....	10,000	17,376	47,199
Nassau, Brooklyn	420,001	32,500	2,750	....	200,000	235,250	184,751	211,736	....	31,280	810	10,135	9,414	51,639	15,905	20	20,000	15,058	50,984
National	388,836	71,000	2,000	....	200,000	273,000	115,836	106,519	....	49,060	....	10,543	....	59,604	36,644	....	10,000	19,668	66,312

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New York Bowery	$777,551	$57,000	$1,815	$675	$300,000	$361,900	$415,561	$302,190	...	...	$61,301	...	$17,029	$78,080	$19,821	...	$30,000	$21,854	$71,176
New York and Boston	241,213	14,898	8,200	3,865	200,000	221,663	19,550	...	...	...	12,730	$2,220	3,831	63,477	12,120	$44,705	$736	13,705	36,572
New York Central, Union Springs	225,810	16,406	16,406	2,300	100,000	215,206	10,012	5,256	...	...	61,159	...	5,734	67,668	68,685	...	...	17,502	86,247
New York City	420,177	62,891	12,443	3,457	200,000	278,313	50,864	...	...	...	47,775	...	9,018	57,007	30,010	...	21,000	33,655	63,665
New York Equitable	574,777	20,615	800	720	210,000	240,095	322,141	323,996	...	...	27,042	...	22,008	50,135	12,690	...	...	12,884	46,074
New York Fire	421,724	40,000	10,000	740	200,000	250,740	170,984	178,704	...	...	48,131	...	9,086	2,260	55,328	14,955	14,000	21,567	50,522
New York Produce Exchange	235,206	18,455	5,150	429	200,000	224,054	11,201	8,255	...	...	21,602	...	6,225	...	27,826	8,532	...	10,709	30,231
Niagara	1,394,617	390,000	62,296	9,928	500,000	902,214	492,403	446,880	...	...	228,226	...	31,142	259,369	144,912	...	20,676	117,479	292,368
Northern, Watertown	391,767	78,408	18,052	2,364	250,000	348,825	42,941	35,844	...	...	78,879	...	8,341	87,342	34,658	...	...	20,946	55,604
North River	493,545	18,960	475	490	350,000	369,875	125,670	124,141	...	...	17,240	...	10,048	27,740	400	...	17,460	8,717	26,578
Pacific	697,873	72,000	6,400	...	200,000	278,400	418,073	424,882	...	...	61,115	...	14,279	1,200	76,694	23,367	40,000	27,799	91,166
Park	825,148	25,359	1,450	4,750	200,000	231,559	103,560	102,560	...	...	27,917	...	7,742	...	35,659	7,161	12,000	13,628	33,790
People's	268,946	22,156	5,500	...	150,000	177,656	112,290	106,898	...	...	25,090	...	6,914	755	32,707	10,500	9,000	12,955	32,615
Peter Cooper	574,963	17,500	350	...	150,000	167,850	207,113	206,025	...	...	17,992	...	9,429	...	27,421	2,577	15,000	10,321	28,069
Phenix, Brooklyn	2,559,877	785,720	110,374	6,958	1,000,000	1,908,052	656,319	741,891	...	...	469,972	880,488	54,257	1,820	906,400	251,597	420,004	100,000	279,673	1,060,275
Relief	307,155	40,800	4,820	...	200,000	245,620	61,535	55,754	...	...	66,705	...	12,999	...	79,705	37,551	...	10,000	27,811	75,868
Republic	420,525	71,073	24,088	396	300,000	395,465	33,060	12,818	...	...	76,802	...	7,067	4,067	87,437	15,102	...	43,614	58,776
Ridgewood, Brooklyn	307,896	30,854	2,000	1,970	200,000	234,824	73,071	60,747	...	...	31,606	2,267	7,789	61	41,745	13,054	176	10,000	17,324	40,556
Rochester-German, Rochester	392,088	91,544	19,000	...	200,000	310,544	81,544	69,201	...	161	91,008	...	8,532	8,339	109,062	26,049	100	20,000	38,900	79,449
Rutgers	445,814	32,868	2,200	1,000	200,000	236,068	209,280	203,785	...	...	42,496	...	13,989	1,556	57,994	15,239	...	22,200	37,439	57,329
Safeguard	390,088	55,745	12,853	2,448	200,000	271,046	119,037	114,842	...	...	66,179	1,133	10,242	376	77,932	31,818	418	16,000	29,399	77,696
St. Nicholas	288,802	57,494	5,600	1,297	200,000	264,391	19,410	14,494	...	...	59,698	...	7,297	...	66,995	23,890	...	8,000	28,882	60,272
Standard	421,707	45,546	5,729	986	200,000	252,264	169,442	160,044	...	...	39,011	...	12,969	...	51,980	19,629	...	...	19,173	38,808
Star	602,071	107,851	29,227	2,973	300,000	440,052	102,021	128,751	...	...	101,027	...	9,549	571	111,148	44,952	...	15,000	29,304	89,256
Sterling	280,719	21,397	3,500	1,595	200,000	226,492	54,227	52,188	...	...	22,417	...	8,050	...	30,468	9,431	...	10,500	15,033	34,985
Stuyvesant	376,829	24,210	75	1,327	200,000	225,613	150,215	146,305	...	...	24,273	...	9,551	530	34,346	8,881	...	14,000	13,542	36,424
Tradesmen's	396,125	47,464	7,419	....	150,000	204,883	181,242	169,584	...	...	46,128	...	9,103	...	55,231	21,721	...	7,500	20,915	50,136
Union, Buffalo	127,855	14,950	1,717	....	100,000	116,668	11,187	12,468	...	...	14,399	...	3,821	...	18,220	8,754	...	5,000	6,190	19,945
United States	506,074	18,488	600	1,001	250,000	270,094	237,990	228,642	...	...	19,508	...	10,300	26	29,834	1,893	...	15,000	11,006	27,998
Watertown, Watertown	734,827	449,476	20,172	....	200,000	669,648	64,678	50,102	...	...	210,507	...	16,618	...	227,123	121,027	...	20,000	87,756	228,784
Westchester	855,266	322,093	28,540	8,326	300,000	658,959	196,306	221,002	...	...	268,908	...	19,679	...	288,588	207,206	...	15,036	120,029	342,271
Williamsburgh City, Brooklyn	885,615	196,028	17,032	8,526	250,000	471,587	414,028	408,141	...	...	176,307	4,709	20,303	851	202,071	68,966	7,770	24,050	80,323	182,010
Totals	$56,282,116	$10,998,053	$1,494,595	$262,835	$35,537,020	$38,307,474	$18,012,660	$17,322,092	$38,017	$8,541,808	$495,080	$1,358,443	$185,358	$10,580,691	$4,328,246	$478,528	$1,583,676	$4,025,438	$10,415,890

Fractional Currency.

—The referee of the Security life insurance and annuity company has prepared a statement of the affairs of that institution for the confirmation of the court. The general term having decided that no preference should be given to any debts but those to the United States and judgment liens, the case was carried to the court of appeals, which refused to review the decision until all questions at issue in the matter of paying off the debts of the company should be brought up together for settlement. The number of claimants is 9,500, and the percentage will be small. The following is a statement of the present financial condition of the company: Liabilities $4,101,536.64; assets, $1,877,208.15. The notes and loans, amounting to nearly $1,500,000 of the assets, are practically worthless.

—The New York supreme court general term has confirmed the verdicts found in the cases of Case and Lambert. Convicted of perjury in swearing to false statements of the financial standing of the companies of which they were the recognized heads, the removal of these men to state prison should not be longer delayed. The moral lesson which their imprisonment would teach would be of much more public use than they could ever have been in managing trust funds.

—The Hamburg-Magdeburg insurance company, of Hamburg, Germany, obtained on Monday last a certificate of authority to do business in New York state. William F. Heins and William E. Goodrich have been appointed manager and assistant-manager, respectively, with offices at Nos. 42 and 44 Pine street, in this city. The capital of the company is $625,000, all of which, it is claimed, is paid up.

—The case of the Commercial Union assurance company *v.* Israel H. Hutchings came before the New York supreme court on Monday last. The suit was brought to recover $5,000 from defendant as surety on the bonds of Elijah and Richard D. Alliger, general agents of the company, given in September, 1873. The court granted an order for publication of summons against defendant, as a resident of New Brunswick, N. J.

—The West Virginia insurance company, which suspended in 1873 and reinsured its risks in the Fire and Marine insurance company, of Wheeling, has made a final settlement with its stockholders and the company has been dissolved. After settling all claims a dividend of 62½ cents per share, par value $100, was declared for the benefit of the stockholders.

—A nitro-glycerine factory burned without an explosion is the latest novelty revealed to the people of Titusville, W. Va.

—It is the Firemen's Fund insurance company, of New York, and not the Fireman's Trust insurance company, as stated in the daily newspapers, whose capital is impaired to the extent of $13,000. The latter named company has a surplus of over $87,000.

—An important step toward still further uniting the underwriting and dramatic professions has been recently taken by the German insurance company, of Wheeling, W. Va. A strong attachment has long existed between members of both these risky professions. This was not because a good underwriter should be able to play the part of a heavy villain, nor because a successful actor should always be prepared to embark in a hazardous engagement. Not at all. The attachment sprang out of that humanitarian fountain of mutual love for mirth from which underwriters and actors draw copious draughts. It was doubtless a desire to render more perfect this pardonable practice that induced the German insurance company to decide upon running the opera house at Wheeling during the coming season, and to have conferred the management of it upon the company's "efficient" secretary, Mr. F. Reister. This gentleman has been to New York, where he has made arrangements for the appearance at Wheeling of some forty attractions, including "the most successful opera troupes, dramatic combinations, tragedians, comedians, minstrels and novelty companies in the United States." Is there an underwriter in the world who does not envy the fortunate Mr. Reister, or who would dare decline the risk he has taken, though he should have failed to obtain even a minimum premium?

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—The marked success that attended the operations of the Glens Falls insurance company during the year 1877 has been continued during the first six months of this year. The fifty-seventh semi-annual report, printed in last week's CHRONICLE, of this company reveals results which are invariably attained by sound practices in the business of fire underwriting. Demoralized and demoralizing as the condition of the fire insurance business has been, the Glens Falls nevertheless managed to increase during the half year its net surplus, over and above its capital of $200,000, from $333,690.40 to $365,192.85—a gain of $31,502.45. The total available assets of the company July 1st, 1878, amounted to $865,959.76—a gain of $15,055.34, which, with a decrease in liabilities of $13,257.17 and $10,000 paid in dividends in January last, show an actual business gain for the six months of $38,312.51. In view of the fact that the Glens Falls has extended the scope of its operations, thereby incurring expenses the fruits of which are yet to be reaped, and the further fact that the prevailing rates of premium have been in many cases wholly inadequate, the fifty-seventh semi-annual report of the company must be regarded as highly satisfactory. To the patrons of the company, as well as to its agents, this statement brings glad tidings, while it proves beyond question that the management of the company has been most intelligently, industriously and faithfully conducted.

—It is somewhat remarkable that Governor Washburn, who was at one time, if we mistake not, a law-maker, should be made to feel the necessity of observing the insurance laws of his state. Upon his mill "A," which was destroyed on May 2d, Mr. Washburn had a total insurance of $175,551. Of this amount nearly $120,000 was placed in fifty-six companies which were not authorized to do business in Minnesota. These companies decline to pay a total loss, and Mr. Washburn will either have to accept whatever sum they offer, or repair to the several states under whose laws they are chartered and take legal proceedings against them. Mr. Washburn did injustice to the companies which are authorized to do business in the state, and for which authorization they are heavily taxed, by transacting business with companies which neither pay taxes in the state nor provide representatives to do a legitimate business therein.

—Wisdom has prevailed in the councils of the Chicago city government. The proposed amendment to the fire limits ordinance, whereby the erection of tinder boxes in the northwestern part of the city would be permitted, was tabled by the common council on Friday last.

—A semi-annual dividend of five per cent. has been declared by the St. Nicholas insurance company, of this city.

—Lewis C. Grover, president of the Mutual benefit life insurance company, of Newark, N. J., was dangerously ill on Tuesday last. The numerous friends of Mr. Grover will be pleased to learn that his physicians considered him out of danger on yesterday, Wednesday.

The Knickerbocker life insurance company has withdrawn from doing business in Iowa.

—Recent investigation has revealed the fact that no small proportion of minor losses by fires is occasioned by the ignition of drapery curtains from the gas burners at the side of windows. During the warm nights casements are thrown open, and the fanning of the breeze drives the light substance of the curtains, more particularly lace ones, into contact with the side burners, which are placed carelessly in this respect by many of our builders.

—Isaac Friedlander, the great California grain dealer, whose death was recently announced, had secured insurance policies on his life to the amount of $102,500. Taking the dividends into account the sum total payable upon his death is $120,000, the largest aggregate of policies on the life of one individual ever issued in California.

—The receiver of the New Rochelle savings bank and his counsel assert that on making a thorough examination of the bank they discovered gross irregularities in the way the trustees, as well as the late secretary, had transacted business. They found that the secretary's thefts had been so flagrant and clumsy that the slightest attention would have detected them; that the trustees had made illegal loans; that they permitted money to be loaned on property which was insufficient security in order to help their friends, and that the $13,000 stolen by the late secretary could have been prevented had the trustees attended to their duties. Under these circumstances the receiver obtained permission to begin an action against the trustees to recover $25,000 lost to the depositors by the alleged illegal acts and gross negligence of the trustees. George J. Penfield, president of the suspended institution, and also president of the Westchester fire insurance company, is made one of the defendants in the action. Mr. Penfield says that owing to the position which Humphreys occupied in the bank, being both receiving and paying teller, and the manner in which he committed the defalcations, it was not possible to detect the thefts without comparing the entries in the depositors' pass-books with those in the books of the bank. This comparison not having been made, Humphreys was free to indulge his dishonest practices. It is to be hoped that the trustees will be made to pay a sufficient penalty for their negligent stewardship over the sacred trusts placed in their charge.

—The vitality and growth of life insurance in this country is shown by the following extract from the report of the insurance superintendent of New York state:

Year.	Numb'r of Companies	Number of Policies in Force.	Amount of Policies in Force.	Gross Assets.	Gross Liabilities Except Capital.	Surplus as Regards Policy-holders.
1859...	8	23,690	$72,197,436.32	$11,629,085.31	$7,998,379.08	$3,630,706.23
1860...	11	27,140	85,371,499.67	13,745,559.82	8,804,076.49	4,941,483.33
1861...	11	28,446	86,134,147.29	15,010,497.49	9,268,556.43	5,741,941.06
1862...	13	35,453	101,474,077.46	17,457,909.58	14,094,400.15	3,363,509.43
1863..	13	49,881	140,628,427.10	20,262,505.83	15,026,794.84	5,235,710.99
1864...	17	70,429	194,819,324.45	26,074,191.01	18,060,140.52	8,014,050.49
1865...	18	101,780	289,846,316.50	38,230,840.00	24,205,934.67	9,024,905.33
1866...	24	151,662	437,556,780.47	47,217,087.81	34,735,358.63	12,481,729.18
1867...	28	206,906	612,721,431.08	65,522,978.64	45,967,249.40	19,555,729.24
1868...	34	270,531	795,509,710.45	89,063,961.45	70,913,813.76	18,150,147.60
1869...	41	331,188	944,744,815.65	113,154,363.77	92,683,066.68	20,471,297.09
1870...	41	377,437	1,039,662,517.00	133,119,187.48	113,445,941.60	19,673,245.85
1871...	39	387,365	1,059,503,408.00	150,543,823.89	129,218,264.04	21,325,559.85
1872...	32	386,690	1,051,970,818.00	166,277,986.00	145,660,891.98	20,617,094.02
1873...	27	385,781	1,051,099,364.00	180,895,408.21	158,516,342.25	22,379,060.96
1874...	23	372,981	1,002,994,598.00	195,336,930.95	167,912,004.39	27,424,916.56
1875...	20	357,619	966,725,968.00	203,132,743.60	174,378,107.52	28,754,636.08
1876...	17	313,026	857,036,537.00	200,502,681.31	172,015,097.15	28,487,584.16
1877...	15	284,786	782,895,565.00	201,342,801.04	171,812,054.50	29,530,746.54

—During the coroner's inquest on a woman killed by the explosion of an oil stove in Brooklyn—referred to in last week's issue of THE CHRONICLE—several expert witnesses testified that none of these stoves are safe, and that an explosion is always imminent where one of them is in use. Mr. Ferris, the inventor of the stove, thought that the explosion was caused by the stove becoming filled with gas from overheated oil. The jury found that the explosion was accidental, and recommended that great care should be exercised in using kerosene stoves.

—The loss by the recent fire at the Taunton, Mass., tack works has been adjusted as follows:

	Value.	Insurance.	Loss.
Buildings and fixed machinery and fixtures...	$20,000.00	$17,873.00	$9,113.00
Movable machinery and tools.....	45,000.00	23,002.00	10,042.73
Stock, raw, wrought and in process.....	47,000.00	15,437.00	15,437.00
Steam engine, connections, foundations, force and lifting pumps.....	4,000.00	3,688.00	300.00
	$116,000.00	$60,000.00	$34,892.73
Taunton tack company's loss on stock.....		$24,311.13	$15,437.00

The loss is distributed among twenty-four companies.

—The percentage of loss paid in 1877 by fire insurance companies to premiums received, according to the recently issued "report of the committee on statistics of the National Board," was as follows:

New York state companies.....	57 40-100 per cent.
Other state companies.....	59 55-100 "
Foreign companies.....	49 12-100 "

The average for American companies was 58 47-100 per cent. against 51 18-100 per cent. in 1876, an advance of 7 29-100 per cent., and for foreign companies an advance of 1 45-100 per cent.

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STATE BOARDS FALLING INTO LINE.

Field-Marshal Baker (President of the National Board), attended by his staff officers, Bennett and Lockwood, reviews the field.

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—If proof were necessary to show the disastrous results of inadequate rates and carelessness in the selection of risks, it will be found in the fact that the paying ability of fire insurance companies declined on an average from 222 50-100 in 1876 to 208 64-100 in 1877. The average rate of premiums declined to 8106-10000 which is lower than has been obtained in any year since 1865.

—Paris, Ill., has had an election on the question of building water works, and the proposition was approved by a majority of thirty. The town has a population of 3,000.

—Following is a copy of the governmental instrument under which Ben. Noyes' sojourn at New Jersey state prison was postponed until the 13th inst.:

STATE OF NEW JERSEY.—To our Sheriff of our county of Essex, greeting: It being made to appear to the satisfaction of the governor that the sentence of the court of oyer and terminer and general jail delivery in and for the county of Essex, in the case of Benjamin Noyes, now in the Essex county jail under sentence of imprisonment to the state prison, should be suspended;

Now know ye that for divers reasons me thereunto moving, and by virtue of the power vested in me by the Constitution, I do hereby suspend the said sentence of the Essex county court of oyer and terminer and general jail delivery, and do hereby grant a reprieve to the said Benjamin Noyes, now in the county jail and in your custody, and do command you that you safely keep the said Benjamin Noyes in the said Essex county jail and in your custody until the thirteenth day of August next, unless sooner otherwise ordered by my warrant to you directed and delivered. Hereof fail not, and for so doing this shall be your sufficient warrant. Witness, George B. McClellan, Governor of the State of New Jersey, at Trenton, this twenty-third day of July, A. D., 1878. In testimony whereof I have hereunto set my hand and caused the great seal of the state to be hereunto affixed the day and year above said. GEORGE B. MCCLELLAN, *Governor.*

By the Governor—HENRY C. KELSEY, *Secretary of State.*

—In the case of the Agricultural insurance company *v.* Goff, for alleged forgery, Wm. Simpson, manager of the Bank of Commerce, was examined on the 23d ult. He testified to accepting a draft of Goff upon the company for $10,000, which Goff told him he was authorized under a minute of the board to draw for; he also received a copy of the minute from Goff, which is the one alleged to be forged.

—The insurance commissioner of Wisconsin thus appeals in his annual report to the legitimate and authorized insurance companies doing business in that state to aid him in the detection of companies which do an underground business there:

For years the number of companies and agents doing business without authority has been steadily increasing, until the amount of business so done has become very considerable, the state losing a large sum annually through this source. The law seems sufficiently strong to almost if not entirely check it, if properly enforced, which should be done in the future to the fullest extent, and parties engaged therein punished accordingly. Companies complying with our laws pay to the state an annual tax of 2 per cent. on their gross receipts in the state, besides paying a like tax on gross receipts in cities and villages having a fire department. The people should be protected from the incursion of these frauds, and the honest companies relieved from an unjust competition which an escape from taxation by such unauthorized companies subjects them to. Companies, agents, or others interested, should notify the commissioner of insurance of violations of this law when coming under their observation.

—This is the way in which tramps are disposed of in Minnesota. A farmer near Faribault shot and instantly killed two tramps whom he caught setting fire to a harvesting machine in his wheat field. He gave himself up, but was immediately released.

—A new company, to be known as the Western fire and marine insurance company, with a capital of $200,000, has just been incorporated at New Orleans.

—The New York *Tribune* of June 26th asks the following pertinent questions:

Why should the water supply in the more elevated parts of the city be worse now than it was three years ago? The city has not grown in these quarters to such an extent as to create an extra drain on the pipes. Have the authorities made up their minds that the inhabitants of the region between Lexington and Sixth avenues and Twenty-third and Fifty-fourth streets were treated too well three years ago, and do not deserve so large a proportion of the water for which they pay the bulk of the taxes? If some practical person with a gift for asking disagreeable questions, and sticking to it until they are answered, should go into an investigation of this matter, after the fashion Mr. Musgrave adopted in his campaign against vile smells, he might accomplish gratifying results, and would, at any rate, deserve the general gratitude.

The chief cause of the inadequate supply of water in the section of the city referred to by the *Tribune* is the small size of the water mains. The mains in many of the streets in that section being only six inches in diameter are entirely too small to convey a sufficient supply of water. This was demonstrated in September last during the piano factory fire on Thirty-sixth street. On that occasion it was revealed that the water mains in the neighborhood were of the kind laid in 1858, and when tapped by the steam engines the hydrants were sucked dry at once. The evil suggested in the inquiries of the *Tribune* will not be remedied until pipes of sufficient size are laid down.

—The fire insurance companies doing business in Wisconsin in 1877 burned the candle at both ends to this extent: The gross premium receipts were reduced, as compared with those of 1876, $153,318; and the total losses paid were increased $339,239. How long the candle will last, if the flame thus continues at both ends, is only a question of time.

—The Springfield, Mass., *Republican* says:

The monumental blundering of the new state prison at Concord has been further illuminated by the burning of the big brick workshop. This was supposed to be fire-proof, yet when the flames were discovered they had acquired too great headway to be suppressed with the insufficient water at hand. First a convict demonstrated by digging out of our prison with a spoon the insecurity of its walls; and now the authorities are negligent enough to allow a fire to get well sweeping only to discover that the establishment is insufficiently equipped with water. Massachusetts is getting a sadly expensive experience. Happily no lives were sacrificed by all this criminal blundering, and the convicts are quite resigned to the prospect of being idle for some weeks.

—By the admirable report of the committee on statistics of the National Board, prepared by Charles A. Jenney, it appears that the amount paid by insurance companies in 1877, compared with the amount paid in 1876, for damage caused by fireworks and firecrackers in the United States was less by $112,880.77. This result was largely due to the action of the National Board in inducing the local authorities of cities and towns to prohibit the indiscriminate use of the destructive "Chinese bombs."

—The news comes from New Zealand that the prospectus of a new insurance venture, to be called the Colonial fire and marine insurance company, of New Zealand, has just been issued. The capital is to be £2,000,000, and it is proposed to call up 10s. per share. One-half of the shares will be placed, before the commencement of business, among influential colonists by private negotiation, and the other half will be issued in successive lots among the patrons of the company.

—This piece of advice is given by the insurance editor of the Boston *Adrertiser:*

Look out for your valuations on piping, for when a loss comes you may discover you have been extravagantly over insured. A factory loss was adjusted last week, on which the original cost of the steam piping seven years since was insured and sworn to as the loss at 70 cents a foot. The adjusters have made a contract on a new factory to rebuild from the original specifications, and with the same firm to duplicate their 1871 work at 20 cents a foot. The Leach factory at Brockton, burned in the spring, when built four years since was piped for $4,000. It could have been replaced with new at $1,600.

—The following interesting item comes to us *via* Australia, per the *Australasian Insurance and Banking Record:*

In comparison with the past there will be less risk of accident in the future, arising from a change which has recently been introduced in the admiralty department as to the sale of old boilers. Mr. Plimsoll, in parliament, called attention to the fact that an old boiler sold by the admiralty had been used in fitting the Gazelle, a new vessel, and had burst, to the great danger of human life. Mr. W. H. Smith intimated in a reply that the admiralty, prompted by the board of trade, had already given directions that all old boilers should be broken up in the dock-yard when possible, and when not possible, such conditions should be imposed as that when old boilers were sold they should not be re-used as boilers. It is a point gained, no matter from whatever cause, to know that in future no more old admiralty boilers will be put into new ships. Mr. Plimsoll, nevertheless, deserves thanks.

—J. P. Roux has been appointed assistant-secretary at New Orleans of the Liverpool and London and Globe insurance company.

—Underwriters should not fail to remember that during 1877 the total amount of premium receipts of the fire insurance companies doing business in the United States was $727,600 less than in 1876, while the total losses paid was $2,983,708 more.

—Adelaide, Australia, has recently been provided with a plate glass insurance company. A local marine insurance company, with a capital of $750,000, has also been organized in that city.

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THE

MANHATTAN

LIFE

INSURANCE COMPANY,

OF

NEW YORK,

Nos. 156 and 158 Broadway.

NO EXPERIMENT,

BUT AN

ESTABLISHED INSTITUTION.

ORGANIZED A. D. 1850.

HENRY STOKES..... President.
C. Y. WEMPLE.....Vice-President.
J. L. HALSEY.....Secretary.
H. Y. WEMPLE..... } Ass't-Secretaries.
H. B. STOKES..... }
S. N. STEBBINS.....Actuary.

THE

WASHINGTON LIFE INS. CO.

OF NEW YORK.

CYRUS CURTISS,.....President.

ASSETS,.....$5,371,028.15
SURPLUS,..... 930,915.95

The *great* and *special feature* of the WASHINGTON is NON-FORFEITABLE DIVIDENDS, that hold policies in force though the premiums be unpaid. This feature is the right of the policy-holder, made so by the charter of the Company.

W. A. BREWER, Jr.,..... *Vice-President.*
WILLIAM HAXTUN,..... *Secretary.*
CYRUS MUNN,..... *Assistant-Secretary.*
DR. B. W. M'CREADY,..... *Medical Examiner.*
E. S. FRENCH,..... *Superintendent of Agencies.*

Coal and Iron Exchange Building,
COR. NEW CHURCH & COURTLAND'STS., N. Y.

THE

BERKSHIRE

LIFE INSURANCE COMPANY,

Pittsfield, Mass.

Incorporated 1851.

Every policy is NON-FORFEITABLE, not only by its terms, but under the statutes of Massachusetts, which provide that, if the assured should, at any time, fail to pay premiums when due, his premiums already paid are *not forfeited* to the Company, but are used to *continue* his insurance for the FULL AMOUNT OF HIS POLICY, until they are exhausted or fully earned by the Company.

☞ Competent and reliable men wanted for General, District, and Local agents, for all unoccupied territory in the Eastern, Middle and Western States.

Send for plans and rates to home office.

WILLIAM R. PLUNKETT.....President
JAMES M. BARKER..... ..Vice-President.
JAMES W. HULL.....Secretary and Treasurer.
WILLIAM H. HALL.....Assistant Secretary.

UNION MUTUAL LIFE INS. CO.

JOHN E. DE WITT, President.

Home Office, - - - - - - - - - - - - - Augusta, Maine.

DIRECTORS' OFFICE, 153 TREMONT STREET, BOSTON, MASS.

ASSETS, - - - - - - - $8,129,925.68.

All Policies issued after April 1, 1877, which shall have been in force three full years, will be entitled to all the benefits arising from the "Maine Non-Forfeiture Law"; or, if surrendered within ninety days after lapse, Paid Up Policies will be issued instead, if parties prefer.

Practical Results of the Maine Non-Forfeiture Law, passed Feb. 7, 1877, Illustrated by a Whole Life Policy, Issued at Age 30, and allowed to Lapse after the Payment of Three or more full Annual Premiums—Premiums having been paid wholly in Cash.

Premiums paid before Lapse.			Additional Time Under the Law.		Amount Due if Death occurs on Last Day of Extension					Insurance over the Premiums.
							Premiums and interest to be deducted.		Due Heirs.	
No.	Amount.	Age When Stopped.	Years.	Days.	Age at Death.	Amount of Policy.	No.	Amount.		
3	$681	33	2	212	36	$10,000	3	$759.87	$9,240.13	$8,559.13
4	906	34	3	170	37	10,000	4	1,041.38	8,958.62	8,050.62
5	1,135	35	4	133	39	10,000	5	1,339.18	8,660.82	7,525.82
6	1,362	36	5	100	41	10,000	6	1,655.36	8,344.64	6,982.64
7	1,589	37	6	67	43	10,000	7	1,990.05	8,009.95	6,420.95
8	1,816	38	7	26	45	10,000	8	2,340.74	7,659.26	5,843.26
9	2,043	39	7	328	47	10,000	8	2,477.51	7,522.49	5,479.49
10	2,270	40	8	236	49	10,000	9	2,843.77	7,156.23	4,886.23
11	2,497	41	9	114	50	10,000	10	3,205.85	6,794.15	4,297.15

DANIEL SHARP.....VICE-PRESIDENT. | A. HUNTINGTON.....MEDICAL DIRECTOR.
J. P. CARPENTER.....SECRETARY. | NICHOLAS DE GROOT..... .....CASHIER.

Active Agents Wanted. Apply to Directors' Office or to any Agency of the Company.

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D. J. STAPLES.....President.
ALPHEUS BULL.....Vice-President.
GEO. D. DORNIN.....Secretary.

FIREMAN'S FUND

INSURANCE COMPANY,

San Francisco, California.

LOSSES PAID TO DECEMBER 1, 1877.

Alabama	$1,208
Connecticut	39,939
District of Columbia	3,861
Georgia	16,678
Illinois	665,390
Indiana	40,393
Iowa	49,140
Kansas	6,317
Kentucky	13,126
Maine	19,276
Maryland	4,980
Massachusetts	281,521
Michigan	42,247
Minnesota	13,409
Missouri	50,047
Nebraska	4,952
New Jersey	6,308
New York	368,297
North Carolina	2,745
Ohio	51,588
Pennsylvania	80,568
Rhode Island	31,714
South Carolina	20,914
Tennessee	1,142
Texas	28,460
Virginia	28,087
Wisconsin	42,885
West Virginia	3,091
	$1,917,813
California, Oregon and Nevada, to Jan. 1, 1877	1,329,125
Total	**$3,246,938**

SKEELS & BOUGHTON, Agents,
176 BROADWAY, - - NEW YORK.
THOS. S. CHARD, Manager,
23, 25 & 27 LA SALLE STREET, CHICAGO.

Incorporated 1849. Charter Perpetual.

SPRINGFIELD

Fire and Marine Ins. Co.,

SPRINGFIELD, MASS.

ANNUAL STATEMENT,

JANUARY 1st, 1878.

Cash Capital all paid in	$750,000.00
Reserves for all Liabilities, including Reinsurance	610,654.82
Net Surplus	292,098 25
Total Assets	$1,652,753.07

DWIGHT R. SMITH.....President.
SANFORD J. HALL.....Secretary.
ANDREW J. WRIGHT.....Treasurer.

New York Agency, 150 Broadway,
BIGELOW, COIT & PECK, AGENTS.

Western Department, Chicago, Ill.,
A. J. HARDING, GENERAL AGENT.

TRAVELERS

LIFE AND ACCIDENT

INSURANCE COMPANY,

OF HARTFORD, CONN.

Cash Assets, Jan. 1, 1878,.....$4,453,000
Surplus, Mass. Standard. 1,225,000
Life Claims paid, over.... 1,150,000
Accident Claims paid, over 2,900,000

Grants everything desirable in LIFE or ACCIDENT INSURANCE, on the stock basis, with ample security, at low cash rates, giving a definite and liberal contract, and promptly paying all honest claims.

JAS. G. BATTERSON, President.
RODNEY DENNIS, Secretary.
JOHN E. MORRIS, Assistant Secretary.

New York Office, Tribune Building.

Boston Office.....Cor. State and Kilby Sts.
Philadelphia Office.....422 So. Fourth St.
Baltimore Office.....Sun Building.
Chicago Office.....177 & 179 La Salle St.
Cincinnati Office.....949 W. Fourth St.
St. Louis Office.....St. Louis Life Building.
Cleveland Office.....No. 2 Public Square.

IMPORTANT
To Life Insurance Agents.

Active and successful men who have, can, and will, take applications, and want good territory in the states of New York, Pennsylvania, Ohio, Indiana, Illinois, Iowa or Missouri, are invited to correspond with

The Union Central Life Ins. Co.

The UNION CENTRAL makes a specialty of the Life Rate Endowment Plan, and after an experience of about five years, it can recommend its Life Rate Endowment Policy as the best. Agents find it the best plan to work. The UNION CENTRAL is one of the most prosperous life insurance companies in the country of its age.

Assets over $1,250,000.

Address, N. W. HARRIS, Secretary.
S. E. Cor. Fourth St. and Central Avenue,
CINCINNATI, OHIO.

1825. THE 1878.

PENNSYLVANIA

Fire Insurance Company,

OF PHILADELPHIA,

510 Walnut Street.

Capital, paid in Cash	$400,000.00
Reserve for all Liabilities, including Reinsurance	784,371.48
Net Surplus	520,109.88
Total Assets	$1,704,481.36

DIRECTORS.

JOHN DEVEREUX, DANIEL SMITH, Jr.
ISAAC HAZLEHURST, THOMAS ROBINS,
THOMAS SMITH, HENRY LEWIS,
J. GILLINGHAM FELL, DANIEL HADDOCK, Jr.
FRANKLIN A. COMLY.

JOHN DEVEREUX.....President.
WM. G. CROWELL.....Secretary.
JOHN L. THOMSON.....Assistant Secretary.

THE

NEW ENGLAND

MUTUAL LIFE INS. CO.,

Corner of Milk and Congress Streets,

BOSTON.

Accumulation.....$14,466,920.53

Annual returns of Surplus made upon the anniversary of Premiums falling due.

BENJ. F. STEVENS.....President.
JOS. M. GIBBENS.....Secretary.
W. C. WRIGHT.....Actuary
DWIGHT FOSTER.....Counsel.

ALLIANCE

INSURANCE COMPANY, OF BOSTON.

Organized July 1st, 1875.

Cash Capital,.....$200,000.

GEORGE H. LONG, *President.* CHAS. R. HOWARD, *Secretary.*

Agencies in all the principal Cities.

Policies issued against FIRE losses ONLY.

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1829 **Charter Perpetual.** 1878

FRANKLIN

Fire Insurance Company

OF PHILADELPHIA.

CAPITAL	*$400,000.00*
Insurance Reserve	*2,025,708.20*
Unpaid Losses and Dividends.	*86,298.19*
Net Surplus	*851,439.35*
Total Realized Assets, (Jan. 1st, 1878,)	*$3,363,445.74*

Statement of the Realized Assets of the Company on Jan. 1st, 1878.

Mortgages.

On property valued at over $5,500,000, being First Mortgages on unincumbered and Improved Real Estate in the City of Philadelphia	$2,463,354.41

Real Estate.

Office of Company and dwellings	171,250.00

Loans.

Loans on Stocks as Collateral Security, (market value, $40,022.00)	34,685.96
Reinsurance Deposit Premiums	356.25

Stocks.

$250,000	$75,000 U. S. Bonds, 1881.	
	135,000 U. S. 5-20 Bonds	
	40,000 U. S. 10-40 Bonds	
15,000 Mississippi State Warrants		
5,000 New Jersey Exempt 6's		
80,000 Philadelphia City 6's		
10,000 City of Columbus 8's		
5,000 City of Columbus 7's		
1,000 Camden (N. J.) City 6's		
15,000 Penn's R. R. 1st mortgage		
3,000 Reading R. R. 7's of 1893		
5,000 Reading R. R. 6's		
25,000 Harrisburg & Lancaster R. R. 1st mortgage		
10,000 West Jersey R. R. 7's		
10,000 Hestonville, Mantua & Fairmount R. R. 6's		
10,000 American Steamship Bonds		
100 Shares Commercial National Bank		
16 " Continental Hotel Co. Pref.		
Cost	$443,993.06	
Market Value		$437,105.00

Cash.

Cash in banks	$203,015.73	
Cash in office of the Company	7,285.06	
Net Premiums in course of transmission	46,443.31	256,694.12
Total		**$3,363,445.74**

OFFICERS.

ALFRED G. BAKER	President.
GEORGE FALES	Vice-President.
JAS. W. McALLISTER	2d Vice-President.
THEO. M. REGER	Secretary.
SAMUEL W. KAY	Assist. Secretary.
A. C. BLODGET	General Agent.

CHARTER OAK LIFE

Insurance Company,

OF HARTFORD, CONN.

Incorporated A. D. 1850.

PURELY MUTUAL.

Appraised Assets	**$8,973,962.91**
Total Liabilities	**8,871,693.34**
Surplus	**102,269.57**

DIRECTORS.

GEO. M. BARTHOLOMEW, *President*	Hartford.
HALSEY STEVENS, *Secretary*	"
W. L. SQUIRE, *Ass't-Secretary*	"
WILLIAM FAXON	"
JOTHAM GOODNOW	"
ROWLAND SWIFT	"
ELISHA CARPENTER	"
E. J. BASSETT	"
D. W. C. SKILTON	"
S. R. McNARY	"
W. E. BAKER	"
C. G. MUNYAN	"
C. S. DAVIDSON	"
CLAPP SPOONER	Bridgeport.
S. W. ROBBINS	Wethersfield.
ALEX. STUDWELL	New York City.
I. A. SHEPPARD	Philadelphia.
D. L. BARTLETT	Baltimore.
THOMAS A. LOGAN	Cincinnati.
GEO. SHERWOOD	Chicago.
E. O. STANARD	St. Louis.

BUFFALO

Insurance Company.

Capital paid in in Cash		$300,000.00
Reserve for all Liabilities, including Reinsurance		64,798.75
Net Surplus		46,780.61
Total Assets, January 1, 1878		$311,579.36

PASCAL P. PRATT, ... *President.*

EDWARD B. SMITH, ... *Secretary*

AMERICAN

LIFE

Insurance Company,

WALNUT ST., S. E. COR. FOURTH,

PHILADELPHIA.

Assets, Jan. 1, 1878, - $4,208,228.86

GEORGE W. HILL	President.
JOHN S. WILSON	Secretary.

18th Annual Statement of the

EQUITABLE

Life Assurance Society of the U. S.,

120 Broadway, New York,

HENRY B. HYDE, - - President.

For the year ending December 31, 1877.

Amount of Ledger Assets, January 1, 1877		$30,416,719.90
Less Depreciation in U. S. Gov't. Bonds	$77,932.36	
Less Special Contingent Fund to meet any depreciation in value of Real Estate	322,897.09	400,829.45
		$30,015,890.45

INCOME.

Premiums	$7,066,650.49	
Interest and Rents	1,854,377.62	8,921,028.11
		$38,936,918.56

DISBURSEMENTS.

Claims by Death and Endowments	$2,074,127.52	
Dividends, Surr. Values and Annuities	3,160,149.24	
Total paid Policyholders	$5,234,276.76	
Dividend on Capital	7,000.00	
Agencies and Commissions	459,906.27	
Expenses and Extinguishment of future Commissions	662,042.11	
State, County and City Taxes	95,699.55	
		6,458,926.69
Net Cash Assets, Dec. 31, 1877		$32,477,991.87

ASSETS.

Bonds and Mortgages	$13,723,218.44
Real Estate in New York and Boston and purchased under foreclosure	6,286,744.94
United States Stocks	5,889,413.47
State Stocks, and Stocks authorized by the Laws of the State of New York	3,238,068.91
Loans secured by United States, and State and Municipal Bonds & Stocks authorized by the Laws of the State of New York	1,953,206.00
Cash on hand, in banks and other depositaries on interest and in transit (since received)	1,106,340.52
Commuted Commissions	103,751.74
Due from Agents on Acc't of Premiums	237,247.85
	$32,477,991.87
Interest and Rents due and accrued	391,474.90
Premiums due and in process of collection	79,418.00
Deferred Premiums	578,860.00
Premium on Gold on hand	2,911.00
Total Assets, Dec. 31, 1877	$33,530,655.77
Total Liabilities, including reserve for reinsurance of all existing policies	$27,330,654.00
Total Undivided Surplus	6,200,001.77
Of which belongs (as estimated) to Policies in general class	3,610,082.77
Of which belongs (as estimated) to Policies in Tontine class	2,589,919.00

New Business in 1877, 6,609 Policies, assuring $20,712,793.

From the undivided surplus, reversionary dividends will be declared available on settlement of next annual premium, to participating policies.

G. W. Phillips, J. G. Van Cise, *Actuaries.*

We, the undersigned, have (in person) carefully examined the accounts, and have counted and taken an account in detail, of the assets and property of the Society, and hereby certify that the foregoing statement thereof and of the business of the Society is correct.

Bennington F. Randolph, James M. Halsted, Henry S. Terbell, Robert Bliss, Thomas A. Cummins.

Special Committee of the Board of Directors.

JAMES W. ALEXANDER	Vice-President.
SAMUEL BORROWE	Secretary.
E. W. SCOTT	Superintendent of Agencies.

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LIFE ASSOCIATION OF AMERICA

ST. LOUIS, MO.

H. W. HOUGH, - - - - President.

JOSEPH W. BRANCH.....Vice-President.
GEO. H. LOKER.....2d Vice-President.
EDWIN W. BRYANT.....Actuary.
J. D. HENRIQUEZ.....Secretary.

LIFE, ENDOWMENT AND TERM INSURANCE.

GERMAN-AMERICAN INS. CO.

OF NEW YORK.

OFFICE,.....No. 179 BROADWAY.

January 1st, 1878.

Gross Assets		$2,324,709.06
Reserve for Unearned Premiums	524,767.34	
All other Liabilities	112,990.75	
Capital Stock	1,000,000.00	
Net Surplus	**686,950.97**	
		$2,324,709.06

E. OELBERMANN,.....President.
JAMES A. SILVEY,.....Secretary. | JOHN W. MURRAY,.....Vice-President.
THOS. F. GOODRICH, Secretary Agency Department.
JOHN MARR, General Agent. JAMES NOXON, Special Agent.

EUGENE CARY, Manager Western Dep't, Chicago. JOHN S. BELDEN, Assistant Manager.
BARBEE & CASTLEMAN, Managers Southern Department, Louisville, Ky.
FARNSWORTH & CLARKE, Managers Pacific Dep't, San Francisco, Cal.

Represented in all the Leading Agencies throughout the Country.

1849. "OLD and TRIED." 1878.

GLENS FALLS

INSURANCE COMPANY,

GLENS FALLS, N. Y.

R. M. LITTLE.....President.
J. L. CUNNINGHAM.....Secretary.
G. B. GREENSLET.....Ass't-Secretary.
R. A. LITTLE.....General Agent.

Organized under the NEW YORK SAFETY FUND LAW

57th Semi-Annual Statement, July 1, 1878.

Cash Capital	$200,000.00
Unadjusted Losses and all other claims	30,028.38
Reinsurance Reserve	270,738.53
Net surplus over capital and all liabilities	365,192.85
Cash Assets	**$865,959.76**

Full Statements, in detail, furnished on application.

First National

FIRE

Insurance Company,

OF WORCESTER, MASS.

CHAS. B. PRATT..... President.
R. JAMES TATMAN..... Secretary.

JOHN M. WHITON, AGENT,

165 AND 167 BROADWAY, - NEW YORK

REPORT OF THE OFFICIAL EXAMINATION OF THE

METROPOLITAN LIFE INSURANCE CO.

BY THE INSURANCE DEPARTMENT OF THE STATE OF NEW YORK.

"No effort spared to protect the interests of Policyholders." "Careful and painstaking management." "In no instance has a flaw in the title, or a deficiency in value, been found." "Too much cannot be said in praise of the Company's investments." "Every step taken has been to render the security of the Insured beyond question."

INSURANCE DEPARTMENT, ALBANY, N. Y., February 18th, 1878.

The Superintendent having caused an examination of th METROPOLITAN LIFE INSURANCE COMPANY, of New York City, to be made, and which is now completed, submits the following as the result of the same:

To the present management of the Company the Policyholders are indebted for the solvent condition of their corporation. No effort has been spared by the President and Vice-President to protect the interest of the Policyholders, and every step taken by these officials has been to render the security of the insured beyond question.

The titles to each piece of property owned by and mortgaged to the Company have been examined by the authorities commissioned by the Department to perform this service, and reported upon to the Superintendent, while appraisers have carefully examined as to the value of these properties, and in no instance has a flaw in the title, or a deficiency in value, been found.

Too much cannot be said in praise of the Company's investments, exhibiting as they do careful and painstaking management, such as to render the future prosperity of the Company entirely secure.

All items of uncollected Premiums and Premium Notes and liens have been examined in detail, and seriatim lists of same are filed in the Department.

The following is a statement of the Company's condition on December 31st, 1877:

ASSETS.

Real Estate and Bonds and Mortgages	$1,000,200.00
Stocks, Bonds and secured Loans	518,143.82
Cash, liens on Policies, Interest, Rent and deferred Premiums	569,238.65
Total Admitted Assets	**$2,087,582.47**
Items not admitted—Agents Balances, Com. Comms, Furniture and Fixtures	$53,421.70.

LIABILITIES.

Premium reserve, unpaid losses and all other claims	$1,795,822.26
Surplus on basis of Admitted Assets	**$291,760.21**
Capital Stock	$200,000
Surplus on basis of Total Assets	**$345,181.91**

JOHN F. SMYTH, *Superintendent.*

First-class AGENTS wanted at all prominent points, to represent this progressive Company. The most popular plans before the public.

JOSEPH F. KNAPP, President.

JOHN R. HEGEMAN.....VICE-PRESIDENT. | STEWART L. WOODFORD.....COUNSEL.

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AMAZON

INSURANCE COMPANY,

CINCINNATI.

Cash Capital and Individual Liability

$600,000.

Financial Statement—January 1, 1878.

ASSETS.

United States Bonds, market value		$130,984.00
Mortgage Loans		181,284.28
State and Corporation Bonds and accrued Interest		32,493.21
Collateral Loans and Bills Receivable		22,184.75
Accounts Receivable and due from other Insurance Companies		13,698.24
Cash on hand and in course of transmission		15,330.71
Agency Balances		16,656.15
Real Estate		256,660.00
Office Furniture, Fixtures, etc		3,000.00
		$672,291.34

LIABILITIES.

Outstanding Losses and other Liabilities	$63,595.29	
Due for Reinsuring Eastern Business	19,773.00	83,368.29
Security to Policyholders		$588,923.05
Reinsurance Reserve		$95,829.00

GAZZAM GANO . . . . . President.
D. N. COMINGORE . . . . . Vice-President.
J. H. BEATTIE . . . . . Secretary.

HOME

INSURANCE COMPANY,

OF COLUMBUS, OHIO.

Capital	$250,000.00
Total Assets	414,833.83
Net surplus (after deducting Liabilities and Reinsurances),	70,087.83

Statement, January 1st, 1878.

Cash in Bank		$37,628.77
In Agents' hands and in course of transmission		57,450.23
Due at Local Office		4,621.06
Real Estate unincumbered		84,500.00
Loans on First Mortgage and Interest accrued		100,676.51
U. S. Bonds, market value		100,330.00
Columbus City and other municipal Bonds		13,980.00
Railroad Bonds, market value		39,700.00
Loans on Bank Stock		9,775.00
Loans on Government Bonds		723.66
Bills Receivable		12,356.26
Interest accrued on all Securities except Mortgages		4,500.00
Due from other Companies for Reinsurance		3,602.32
Personal Property		5,000.00
		$414,833.83

LIABILITIES.

Losses in suspense	$18,500.00
Reinsurance Fund	76,246.00
Capital Stock	250,000.00
	$344,746.00
Net Surplus	70,087.83
Losses Paid since Organization	*$2,700,000*

J. B. HALL . . . . . President.
B. S. BROWN . . . . . Vice-President.
H. N. HENDERSON . . . . . Secretary.
R. S. HART . . . . . General Agent.

New York Office, - 152 Broadway.

EQUITABLE FIRE INS. CO.,

NASHVILLE, TENN.

14th Semi-Annual Statement, January 1, 1878.

ASSETS.	Market Value.
United States bonds	$105,250.00
Railroad, county and municipal bonds	171,338.65
Cash in bank and in Company's office	16,450.64
Premiums in course of collection	17,321.39
Real Estate loan	633.71
	$310,994.39

LIABILITIES.	
Losses adjusted and unadjusted	$11,114.11
Reinsurance Fund	72,175.60
Capital	200,000.00
Net Surplus	27,704.68
	$310,994.39

Surplus as to Policyholders, $227,704.68.
Percentage of Assets to Liabilities, 3-73.

D. WEAVER . . . . . President.
A. G. ADAMS . . . . . Vice-President.
JOHN D. ANDERSON . . . . . Secretary.
J. O. TREANOR . . . . . Assistant Secretary.

New York City

INSURANCE CO.,

No. 100 Broadway, New York.

Cash Capital	**$300,000.00**
Reserved for Reinsurance and all other Liabilities	104,429.95
Net Surplus	43,002.32
Gross Assets	**$447,432.27**

Of which over $400,000 are invested in U. S. Government Bonds, Registered.

RICHARD L. FRANKLIN . . . . . President.
JOHN W. SIMONSON . . . . . Vice-President.
WM. M. RANDALL . . . . . Secretary.

NORTHERN

Insurance Company,

WATERTOWN, N. Y.

JANUARY 1st, 1878.

Assets	$377,814 63
Capital Stock paid in	250,000.00
Net Surplus over all Liabilities, including Reinsurance Reserve	37,678.65

G. LORD . . . . . President.
W. W. TAGGART . . . . . Vice-President.
A. H. WRAY . . . . . Secretary.

GLOBE MUTUAL LIFE

INSURANCE CO.,

Nos. 345 & 347 Broadway, N.Y.

This Company offers new and important inducements.

Premiums are not forfeited in case of Policies being discontinued; after three years, paid-up Policies are issued for whole amount of premiums received. This feature is original with this Company. Dividends may be applied to increase the amount insured, or to reduce future premiums.

AGENTS WANTED—With whom favorable arrangements will be made to work directly with the Company.

C. SETON LINSDEY, *Secretary.* PLINY FREEMAN, *President.*
WM. STURGIS, *Managing Director of Agencies.*
J. G. HOLBROOKE, *Sup't of Agencies.*
LORING ANDREWS, *Vice-President.*

TRAVELERS

LIFE AND ACCIDENT

INSURANCE COMPANY,

OF HARTFORD, CONN.

Cash Assets, Jan. 1, 1878,	**$4,453,000**
Surplus, Mass. Standard	**1,225,000**
Life Claims paid, over	**1,150,000**
Accident Claims paid, over	**2,900,000**

Grants everything desirable in LIFE or ACCIDENT INSURANCE, on the stock basis, with ample security, at low cash rates, giving a definite and liberal contract, and promptly paying all honest claims.

JAS. G. BATTERSON, President.
RODNEY DENNIS, Secretary.
JOHN E. MORRIS, Assistant Secretary.

New York Office, Tribune Building.

Boston Office . . . . . Cor. State and Kilby Sts.
Philadelphia Office . . . . . 112 So. Fourth St.
Baltimore Office . . . . . Sun Building.
Chicago Office . . . . . 177 & 179 La Salle St.
Cincinnati Office . . . . . 249 W. Fourth St.
St. Louis Office . . . . . St. Louis Life Building.
Cleveland Office . . . . . No. 2 Public Square.

AGRICULTURAL

INSURANCE COMPANY,

WATERTOWN, N. Y.

Assets, January 1, 1878		$1,103,070.56
Liabilities, including Capital, unpaid losses and Reinsurance	$901,130.59	
Surplus	201,939.97	$1,103,070.56

Has been doing business over twenty-four years under the same official management.

INSURES

Dwellings and Farm Property only.

BRANCH OFFICE,

163 BROADWAY, ... NEW YORK.

JOHN A. SHERMAN, President.
E. F. CARTER, Vice-President.
ISAAC MUNSON, Secretary.
H. M. STEVENS, Assistant-Secretary.
H. DEWEY, General Agent.

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THE MUTUAL LIFE INSURANCE CO.

OF

NEW YORK,

140 to 146 Broadway.

F. S. WINSTON, ... President.

ASSETS JANUARY 1st, 1878, OVER

EIGHTY-FIVE MILLIONS OF DOLLARS.

RICHARD A. McCURDY, VICE-PRESIDENT.

ROBT. A. GRANNISS, 2d Vice Pres't. ISAAC F. LLOYD, Secretary. G. S. WINSTON, M. D., } Medical Exam'rs.
W. H. C. BARTLETT, LL.D., Actuary. O. H. PALMER, Solicitor. W. R. GILLETTE, M. D., }

19th Annual Statement, January 1, 1878.

AMERICAN INSURANCE CO.

ORGANIZED A. D. 1859. **CHICAGO, ILL.**

Policies issued upon the Stock or Instalment Plan. Insurance confined to Dwelling Houses, Private Barns, their Contents, Farm Property, Churches and School Houses. No Policies written on property situated in Chicago or any large city. Number of Policies written from 1859 to 1878, 284,876; in force, 138,310.

CASH CAPITAL, - - - - - $200,000.

Total Cash Assets	**$904,224.31**
Reinsurance Reserve and all other liabilities	**433,919.24**
Cash Surplus as regards Policyholders	**$470,305.07**
Deduct Capital	**200,000.00**
Cash Surplus as regards Stockholders	**$270,305.07**
Instalment Notes on hand Jan. 1st, 1878	**$1,722,692.34**
Losses paid from 1873 to 1878	**1,299,420.14**

DIRECTORS.

H. Z. CULVER, HON. WM. H. BRADLEY, HON. H. N. HIBBARD, CHAS. L. CURRIER.
D. A. KNOWLTON, JR., M. A. HOYNE, HON. J. M. BAILEY, LOYAL L. MUNN.
WM. H. OVINGTON, R. B. CURRIER, NICHOLAS KRANSZ.

OFFICERS.

H. Z. CULVER, PRESIDENT. HON. H. N. HIBBARD, VICE-PRESIDENT. CHAS. L. CURRIER, SECRETARY.
M. A. HOYNE, TREASURER. R. B. CURRIER, GENERAL AGENT.

BROOKLYN LIFE INSURANCE CO.

Nos. 320 & 322 BROADWAY, NEW YORK.

ASSETS,.....$2,096,404.79

OFFICERS.

WM. M. COLE,.....PRESIDENT. | WILLIAM DUTCHER,.....SECRETARY.
WM. H. WALLACE,.....VICE-PRESIDENT. | D. P. FACKLER,.....CONSULTING ACTUARY.
DANIEL AYRES, M. D., LL. D.,.....MEDICAL DIRECTOR.

The only Company in the country which guarantees definite Cash Surrender Values in case a Policy is forfeited for non-payment of Premiums.

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The Chronicle.

A Weekly Insurance Journal.

VOL. XXII., No. 8. OFFICE, 145 BROADWAY. | NEW YORK, THURSDAY, AUGUST 22, 1878. | J. J. W. O'DONOGHUE, Editor.

Entered according to Act of Congress, in the year 1878, by "THE CHRONICLE Publishing Co." in the Office of the Librarian of Congress, at Washington.

Lapsed Life Insurance.

During the past few years of unprecedented depression of the business interests of the country the necessity for, and the advantages of, life insurance were most strikingly demonstrated. Of course, at any time and under ordinary circumstances the benefits derived from participation in the system were apparent; but its great and abiding advantages were never made more manifest than they have been since the financial panic of 1873. The banker, merchant or trader who had prudently invested annually a portion of his earnings in life insurance found, when the whirlwind of misfortune was upon him, that the only security which wholly survived the stringency in the money market and the great business depression that followed was his policy of insurance. Among the financial and commercial wrecks of the past five years numerous instances of this kind can readily be found.

With many such practical illustrations of the stability of life insurance, and its great superiority as an investment before the public, it would be quite natural to suppose that few, if any, policyholders would allow by the non-payment of premiums their policies to lapse. Yet such has not been the case. Of the policies issued by the life insurance companies doing business in New York state during the past five years 308,378, insuring $731,095,393, lapsed as follows:

	Number of Policies.	Amount.
1873	76,570	$186,716,581
1874	76,784	179,023,161
1875	61,055	142,903,488
1876	49,549	123,652,153
1877	44,470	98,800,015

The average amount of each of these policies is nearly $2,371, for which, if the age of the policyholder on entering was 32 years and if the policy was a whole life one, an annual premium of about $57 was paid. Suppose that two such annual premiums were made, and at the expiration of the second year of the policy it was allowed to lapse, there was upon a 4 per cent. basis a reserve on it of, in round numbers, $24. Now, taking this estimation as a basis, the policyholders who allowed their policies to lapse by the non-payment of premiums lost an aggregate reserve amounting to over $7,400,000. While the law required this sum to be held by the companies as a reserve, yet the cost of procuring the risks —and which, in anticipation of a continuance of the policies, was spread over or charged to future payments of premiums—had to be deducted from the reserve to the credit of lapsed policies. This deduction reduced the reserve on such policies to a very small amount, while the gain, if any, derived by the companies was a mere bagatelle.

While behind many of the policies which are thus allowed to be cancelled before maturity there are tales of hardship and mental suffering revealing the inability of unhappy policyholders to renew, yet many policies are discontinued because holders are unmindful of the importance attaching to the premature termination of a life insurance contract.

With this latter class the discontinuance of their insurance policies is conspicuously inconsistent. There cannot be any doubt that a great many more policies would be in force to-day if the policyholders comprised in this class had contemplated for a moment the circumstances which first induced them to insure, and had then asked themselves whether those circumstances had changed so materially in the interim as to render insurance no longer necessary.

If a man deemed it his duty in the first instance to take out a policy for the benefit of his wife and family, he should be most certainly satisfied that that duty had ceased before he decides to allow his policy to lapse. He should feel absolutely assured that, in the event of his death, ample provision, other than insurance, had been made for those to whom he is bound by the sacred ties of love and duty. Before casting aside the shield he had raised for the future protection of his loved ones he should feel convinced beyond peradventure that another shield equally as reliable had been provided. But no such shield can be provided, and it was because of this life insurance was instituted. The uncertainty of obtaining lasting prosperity or success in all occupations coupled with the uncertainty of life leave no room to doubt that life insurance is the only reliable shield that can be raised for the protection of the widowed and fatherless.

It is quite true that the lapsing of some policies can be accounted for on other grounds than those stated. It is an undeniable fact that some persons have taken out policies without due consideration of the terms of the contract. Smart solicitors have induced men by promises, which were not and could not in reason be fulfilled, to insure. These policyholders when they discovered the deception practiced upon them very properly threw up their policies in disgust. But in proportion to the aggregate number of lapsed policies, forfeitures from this cause are comparatively insignificant.

We believe the lapsing of a large majority of policies is due to the erroneous impression which many men have of life insurance. It is regarded rather as a luxury than as an absolute necessity. Under the pinching influence of "hard times" men are apt to dispense with luxuries when they find it difficult to procure the necessaries of life, and instead of being the last, or at least one of the last, the life insurance policy is almost invariably the first victim to the presumed prudential knife. While other expenses may be cut down with far less detriment, the sum that ought to be set aside to pay the premium is allowed to drift into another channel. Every friend of life insurance should endeavor to correct this grievous error. We know the belief to some extent obtains that companies are benefited by the lapsing of policies, but such belief is not founded upon the pure and undefiled gospel of life insurance. No well managed, reputable company conducts its business upon such a theory. It is renewals, and not discontinuances, that the companies want. It is premium receipts, and not lapsed policies, that they desire to see recorded upon their books. It is

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The epidemic of 1853 reached its climax August 22d, the number of deaths recorded on that day being 254. The death rate gradually declined from that date until September 26th, when the presence of the disease was no longer visible. A low atmospheric temperature is the only effectual antidote to the devouring plague, and that remedy is beyond human reach.

So long as visitations of this terrible disease may be expected it behooves men residing within the areas which it usually infests, and who may be among the next victims, to make provision through life insurance for their families. This provision cannot be obtained from companies which confine their operations to a limited field whose population may be swept by the scourge as terribly as that of the now almost desolate Grenada. Coöperative concerns which, as a rule, with few if any exceptions, transact a purely local business, are certainly not the kind of organizations to meet losses occasioned by epidemics. The sudden taking off of a considerable percentage of members of any coöperative insurance company could have but one effect, namely, the speedy collapse of the concern. It is only the company whose business is judiciously spread over a wide field that can be relied upon to meet its engagements on occasions of epidemics. We have many companies of this character—companies of whose soundness there is not a shadow of doubt, and whose promises will be fulfilled at all times and under all legitimate circumstances. These, and these alone, are the companies which give absolute indemnity.

An Ambitious Aspirant.

The Knickerbocker casualty insurance company, of this city, is certainly an ambitious, if not a prosperous, concern. It was organized March 20th, 1876, and the lines of its operations, according to its charter, embrace "insurance upon the health of individuals, and against personal injury; disablement or death resulting from traveling, or general accident by land or water; guaranteeing the fidelity of persons holding places of public and private trust; insurance upon the lives of horses, cattle and other live stock; and also against loss, damage or liability arising from any known or contingent event whatever, which may be the subject of legal insurance, except the perils and risks included within the departments of fire, marine and life insurance."

To undertake to supply the public demand for the several articles enumerated in this extensive bill of fare, it is needless to say, required remarkable courage. Whatever else was wanting those who launched this great incorporated caterer did not lack courage. No ordinary caterer for the public wants would have attempted to supply the same quantity of "provisions" at as cheap a rate. But the Knickerbocker casualty was young, vigorous and ambitious; it felt equal to the task, and more, too. It extended its apparently superabundant bill of fare, and undertook to insure steam boilers against explosion, and plate glass against breakage. And all this without increasing its original capital of $100,000.

These additional undertakings of the ambitious aspirant having attracted the attention of "a no doubt well-meaning citizen," certain charges were preferred by him against the company, and submitted to the state insurance superintendent. The aforesaid citizen says that the company "assumes to be authorized to, and is actually engaged in, the insuring of the lives of individuals, steam boilers against explosions and plate glass against breakage, relying for such authority as to the two latter kinds of business on the clause 'And also against loss, damage or liability arising from any unknown or contingent event whatever, which may be the subject of legal insurance.'"

It appears the attorney-general's construction of this clause is as follows:

Corporations can only exercise such powers as are expressly given by law or incidental to the transaction of their authorized business, the clause in the statute reading as follows: "And also against loss, damage or liability arising from any unknown or contingent event whatever which may be the subject of legal insurance," is too vague and indefinite to be applied to any object or subject except previously enumerated in the section.

Practically, say the charges, the company in question has put up the capital required by law to do accident life insurance alone, and is doing the other kinds of business without capital.

Attention is also called in the charges to the following "irregularities, if nothing more":

On the 15th day of February, 1876, the present president of the Knickerbocker casualty insurance company, Thomas A. Davies, and Maria, his wife, made a mortgage for $77,000 to the Knickerbocker plate glass and accident insurance company, on the property known as No. 678 Broadway, this city, having a frontage of 28 feet 6 inches by a depth of 130 feet, being a *date prior to the organization of the company.* On the 16th day of March, 1876, a month later, the commissioners appointed by the superintendent of the insurance department to ascertain if the capital of the company had been fully paid up, certify under oath that the capital is fully paid up, and consists of $100,000 in *cash*, as shown by schedule "A"; and said schedule shows the capital of $100,000 in cash to be deposited in the Real Estate trust company, of New York; while said mortgage was on record in the county clerk's office at the time, but was not shown to said commissioners on the same date (16th of March, 1876). Thomas A. Davies, the president, and Charles S. Denike, the secretary of said company, said, in an affidavit annexed to the charter, "That no part or portion thereof (meaning the $100,000 in cash) has been loaned or advanced to said company by any person, partnership or corporation, for the purpose of being used as such capital in the organization of said company." Although said mortgage had been in existence for a month prior, made without doubt to take the place of said capital as soon as the company was organized and the money could be withdrawn. Further on deponents say: "That there is not any agreement or understanding, either expressed or implied, made or existing between said company or its officers, or any or either of them and the said stockholders, or any or either of them, or any other person or persons, to the effect or import that the money advanced or paid in by any stockholder shall be loaned or returned to him or to any stockholder, or any other person or persons, for his or their benefit or use or accommodation upon the hypothecation of the stock of said company as security therefor, or upon any other *securities, terms or conditions whatsoever.*"

It appears the mortgage referred to was subsequently assigned to the insurance department, and is now held by it. It is further alleged in the charge that on the 6th of October same year (1876) the property already mortgaged was deeded away by Davies in consideration of the sum of $10; and it is recited by the deed that the property conveyed is *free and clear.* On the same day the property was deeded back to Davies' wife.

On receipt of a copy of the charges acting Insurance Superintendent John A. McCall, Jr., presented the same to the attorney-general, for that official's opinion, which has not yet been rendered. In view of the attorney-general's opinion in the case of the proposed "National general accident insurance company," and which is published in another portion of this paper, it is quite probable that he will decide that the Knickerbocker casualty insurance company has gone outside the privileges contained in its charter. Be that as it may, so long as the law requires certain deposits to be made in the insurance department by companies transacting the business of insurance, it is manifestly unjust to permit one company which has deposited only $100,000 to transact

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three or four branches of that business, the doing of any one of which exclusively necessitates a specific deposit being made. If, for instance, the Knickerbocker casualty insurance company did either an accident or a guarantee business exclusively, it would have been obliged to deposit with the department a sum equal to that which it now has at Albany; while, if it were engaged exclusively in the insurance of plate glass—as, for instance the Lloyds plate glass insurance company is—a deposit of $50,000 should have been made before a certificate authorizing it to do business in this state would have been issued by the insurance department. Whatever opinion the attorney-general may render in the matter we hope the law in relation to the privileges of insurance companies, other than life, fire and marine, will be made more definite.

As regards the "irregularities" alleged in the charges, we have nothing to say further than that they seem sufficiently circumstantial to need explanation.

Correspondence.

We have received from President Baker, of the National Board, a note in which that gentleman, referring to the communication of "Underwriter" printed in last week's CHRONICLE, says:

Criticism was to be expected, and, in the well expressed language of your correspondent, is welcome. Any plan other than my own that will successfully elevate the fire insurance business from its present demoralized condition will receive my hearty support. With truth it is said my vote was cast against the report of the minority of the "committee of fifteen," nearly two years ago. The old Latin proverb (duly translated into English) that "*Times change, and we change with them,*" is very opportune at the present moment. To cling continuously to any one medicine after a fair trial, when it has been found to be of no value in bringing about a return to health, is not the course adopted by a wise man; he seeks other means of checking and curing disease. Yours respectfully,

ALFRED G. BAKER,
President National Board of Fire Underwriters.

Association of Southern Life Insurance Companies.

Address of President F. H. Cameron at the fifth annual convention, held on August 13th, 14th and 15th, 1878.

Gentlemen of the Southern Life Association,—Again it is my privilege and pleasure as your presiding officer to welcome you to our annual convention, to which, guided as you have been by the light of past experience, you have doubtless brought much new and varied information, destined to prove valuable to us all, especially so in view of the fact that during the past year the southern life companies have probably been subjected to the most trying and severe tests ever known in their history. The various failures and complications that have occurred among the life companies in this country during the past few years have unquestionably engendered a feeling of distrust among the people of the country at large that has been hard to overcome. This, together with the depressed financial condition of the southern country in particular, has created a barrier in the path of the companies seeking new business that has well nigh proved insurmountable. Under these circumstances all that was left for the companies to do was to husband their old work and resources carefully, and by close economy in management, redoubled care in the matter of investments, and prompt and honorable discharge of all legitimate obligations, cause a revival of that interest and confidence in life insurance to which it is entitled, and at the same time keep themselves in a safe and proper condition to take advantage of the first lifting of the cloud that now hangs like a pall over the industries of our southern land. How far the companies belonging to this association have been able to follow the course just mentioned, their reports during the present convention will doubtless show, and knowing as I do the skill and ability with which they have been managed in the past, and the devotion which their officers have ever shown to the interests entrusted to their care, I can frankly say that I have no fears whatever but that the results of our investigations during the present session will justly warrant the verdict upon one and all of "well done good and faithful servant."

In connection with this subject it may not be amiss to mention here a few facts in regard to the difficulties attending the management of insurance companies, which will be readily understood by all who have had any experience whatever in the business, and by none more thoroughly than those by whom I am now surrounded. The difficulties arising from constant, sharp and oft times unscrupulous competition, lack of money and disturbed confidence on the part of the people, are obstacles incidental to the times and present condition of the country, and their treatment has before been alluded to. They are evils which in time will, to a certain extent, remedy themselves; but the foes which the insurance manager has most cause to fear, are those of his own household. The discontented policyholder, who, although he may have borrowed from the company hundreds—it may be thousands—of dollars, and who has been benefitted either directly or indirectly in a hundred different ways, is fearfully aggrieved and injured, forsooth, because the company doesn't pay him fabulous dividends every year, or for good and sufficient reasons declines to grant him some accommodation which he desires, and who, listening to the loud-mouthed gasconade of the agent of some rival company, sneers at and villifies his own company and interests to their inevitable injury. Then, there is the fault-finding stockholder, who has probably received the same favors and benefits shown to the other, but who being disappointed in not being elected a director, or because the company does not year after year declare him large dividends on stock which he has never attempted to appreciate by a single word of praise or encouragement, or a single effort to promote business, he, too, follows the same course, and the result is that the officers of the company who have for years been honestly and earnestly striving to bring their company up to the highest standard of prosperity and success, are only too often chagrined and mortified at finding their best efforts thwarted and brought to naught by the very men whose interests they had been striving to protect, and from whom they had a right to expect encouragement and support. Against such attacks as these there can be no provision or defence, and, if the truth were known, the ruin and downfall of more than one good company might be traced to causes such as I have just described. And just here, in speaking of the failures of life companies, there is one point to which I wish to refer. More than one company, as we all know, has gone down during the past few years. The columns of the public press both in this country and in Europe have teemed for months with accounts of the incompetent management, fraud and rascality by which fortunes and fair names have been wrecked. Some of the companies that have now passed away were southern companies, and, while it is well known and freely admitted that want of proper management on the part of the companies, and of support and encouragement on the part of our people, had their full influence in bringing about disaster, I can with pride truthfully say that I have never yet heard the charge of *dishonesty* brought against the officers of any regular *life insurance* company organized in the south. The companies failed, it is true, but they failed for fair and legitimate reasons, as just explained. Their officers, however, have in every instance emerged from the wreck with their hands and consciences as clean as their pockets were empty.

In referring to the losses and troubles which the insurance companies have had to encounter, in common with the rest of the business world, I cannot help entering here, in the name of common fairness and justice, my earnest protest against the illiberal and unjust discrimination observed by the public at large towards insurance companies, as compared with the mild and forgiving tone and manner with which other corporations and interests are treated. Banks may break, mercantile houses and interests of every description fail, railroads pass into the hands of receivers and courts of bankruptcy, and the hard earned savings of the poor man, together with the accumulations of the rich, be swept away in a day, and beyond a brief telegraphic notice that such a bank, mercantile house, railroad, etc., has come to grief, there is nothing more heard of the matter; but just let an unfortunate

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insurance company get into the slightest trouble whatever, whether real or imaginary, and at once the whole country is aroused on the subject, and in every direction is heard wailing and gnashing of teeth from people who, many of them, never owned or paid for a policy in their lives, but who are only too glad of an opportunity for casting a stone at the popular scape-goat. Even supposing that all the charges that are trumped up and brought against the companies were true, which, we know, is not the case, still one would think that common justice alone would bespeak fairer treatment for a class of corporations who pay out *every month* to the widows and orphans of the country the *enormous sum of two million of dollars*. And as further evidence of the injustice done the insurance companies, it may be stated that out of more than *four hundred millions of accumulations*, held as trust funds by the life companies of the United States, the losses from downright failure since the panic of 1873 have been less than 2½ per cent.; while, on the other hand, the mercantile losses alone in only five of our large cities in the space of *three months* last year, *was five times as great as the total amount lost* by policyholders since the first life insurance company was organized in this country. Still the howl goes on against the life companies, and will continue to do so, I suppose, until time, which is said at last to bring all things even, eventually proves to the world that some good could and did come out of Nazareth, and the system of life insurance receive that recognition and respect to which its beneficent results and widespread charity entitle it. In the meantime let us who are now battling for the right continue to perform our parts faithfully, strong in the hope and belief that truth is mighty, and will in the end prevail.

It is now rather more than five years ago since this association was first organized, and its aims and objects definitely known and properly shaped for practical use. That much valuable information has been acquired and useful work accomplished, no one for an instant will deny. Every year, at our annual meetings, new and useful points and discoveries connected with the ethics and practice of our profession are brought to light, each company contributing freely its mite to the general fund for the use and benefit of all; and how we have all profited by the information thus gained the history and progress of the companies comprising the association will, I think, clearly show. To add to this general fund of information should be the aim of every company connected with the association. Our motto should be, "All for one, and one for all"; and in connection with this subject, I regret to learn from the chairman of our mortuary committee that he has not received this year from several of the companies the complete returns necessary to enable him to make his report as full and satisfactory as desired. This is all wrong; for, as our eloquent friend, Colonel Fowler, aptly remarked at our last meeting, "The reports of the mortality committee are the true charts by which we must endeavor to steer our course with safety among the reefs and quicksands surrounding us." The chairman of this committee, the experienced actuary upon whom devolves the care and responsibility of preparing these "charts," has ever labored earnestly and faithfully to discharge the arduous duty assigned him, but it is impossible for him to do so successfully unless his efforts are seconded by the companies themselves, whose duty it is to promptly furnish him with the requisite information asked for. That they should for a moment hesitate to do so I cannot understand, for we all know and must acknowledge the benefits which we have derived from his labors. Neither is such action fair and just to those companies who *have* complied with the demands for information made upon them. The necessity as well as propriety for a different course of action is so apparent that I trust it will never again be necessary to refer to the matter.

It affords me much pleasure to state that, as far as I have been able to learn, the utmost harmony and good feeling has existed between the companies belonging to the association during the past year, and although constantly face to face and shoulder to shoulder in the struggle and competitive race for success in which we are all engaged, yet the rivalry has ever been generous, and not a single jar has occurred calculated to disturb the feelings of a common brotherhood existing between us. As no complaints or charges have been filed or published, I presume that there are no irregularities to report in the agency departments of the various companies. This is another gratifying improvement over the old order of things, and is destined, I hope, to continue. One great advantage which the agents of the present day possess over their predecessors consists in the fact that they are better educated and instructed in all matters pertaining to their profession, for not only do the companies themselves equip their agents more fully with valuable printed matter, text-books and explanations of the various plans and systems of insurance, but, thanks to the intelligent and educated insurance press of this country, whose usefulness cannot be over-estimated, every agent in the whole country can keep himself regularly and promptly informed in regard to any and everything connected with his business. There is a change, too, in the class of men who now compose the agency corps. The race of "miasmatic agents"—those Dugald Dalgettys of the profession who for so long swarmed over the country, changing companies with every moon, and ready at a moment's notice to follow any "flag" that offered the slightest increase in commissions—is rapidly passing away, it is to be hoped forever, and their places are being supplied by men who have respect for themselves and a proper appreciation of their calling and its almost sacred obligations, select their companies carefully, post themselves thoroughly as to their plans and workings, and then stick to them. Nothing so soon and so completely destroys an agent's usefulness and reputation as the habit of constantly changing, and *that* the sensible men of the profession have long since found out.

As far as I have been able to learn, nothing of special importance connected with the association has occurred during the past year. The reports of the various committees, however, will soon tell us what matters of interest we are to consider. That all questions coming before the convention will receive proper and careful attention I feel well assured. Knowing as I do the earnestness and good faith animating all present, and I am no less assured that not only will there be much new and valuable information brought to light in the course of our deliberations, but that the necessity for the perpetuity of the association, and a determination on the part of all present to increase its usefulness and strengthen the already existing bonds of interest and friendship, will be resolved upon more firmly than ever. In resigning the position of president of the association, which I now do, I must be allowed to express my warm appreciation of the honor conferred, and my thanks for the uniform courtesy and hearty coöperation with which I have ever been met and supported. Especially are my thanks due to our painstaking and efficient chairman on mortality statistics, Prof. E. B. Smith, and our efficient secretary, H. M. Friend, Esq., to whom I am indebted for much invaluable assistance, and at all times a *warm* and hearty support in all measures calculated to advance the interests of the association. Bespeaking for my successor the same kind consideration and support so cheerfully accorded to myself, I must now request you to place the direction of your affairs into more capable and worthy hands.

Fire Insurance in New York City.

From returns made for assessment to the New York Board of Fire Underwriters' treasurer, M. F. Hodges has compiled a statement of the premiums collected in New York city during the first six months of this year by all companies authorized to do business therein. According to the statement the premiums received by each company were as follows:

NEW YORK.

Name of Company.	Premiums Received.
American	$42,200.92
American Exchange	6,633.13
Adriatic	14,227.41
Atlantic	13,540.82
Amity	6,477.87
Brooklyn	8,397.02
Broadway	19,364.51
Citizens'	38,917.47
City	15,187.35
Clinton	14,336.92
Commercial	30,552.26
Continental	72,212.56
Columbia	6,669.65
Commerce	57.08
Commercial Mutual	9,241.88

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Name of Company.	Premiums Received.
Eagle	$44,941.93
Empire City	17,880.12
Emporium	9,984.22
Etna	8,428.34
Exchange	18,869.00
Firemen's	16,422.77
Firemen's Fund	9,465.94
Farragut	17,298.52
Firemen's Trust	6,985.88
Franklin	12,898.89
Greenwich	65,577.88
German-American	72,785.82
Guardian	9,216.21
Gebhard	7,120.10
Germania	33,310.00
Globe	27,295.31
Howard	21,715.28
Home	48,345.17
Hamilton	19,232.94
Hanover	23,802.68
Hope	14,386.06
Hoffman	9,564.63
Irving	6,616.86
Importers' and Traders'	18,005.71
Jefferson	17,907.37
Knickerbocker	26,755.52
Kings County	5,967.11
Long Island	8,332.83
Lafayette	10,866.80
Lamar	6,231.28
Lenox	8,069.76
Lorillard	14,475.42
Manhattan	33,792.56
Merchants'	27,454.53
Mercantile	10,591.36
Mechanics' and Traders'	19,584.79
Montauk	9,927.08
Mechanics'	7,381.67
Manufacturers' and Builders'	28,123.87
New York Equitable	20,301.98
New York	18,926.56
New York Bowery	41,301.22
National	21,165.92
Niagara	25,068.04
North River	13,445.65
New York City (N. Y. & Y.)	11,734.44
Nassau	8,917.62
New York and Boston	3,895.68
New York Produce Exchange	9,168.24
Phenix	34,180.68
Pacific	31,637.82
Park	16,456.55
People's	17,428.84
Peter Cooper	15,429.15
Republic	23,048.28
Rutgers	16,600.72
Relief	17,030.00
Resolute	3,300.80
Ridgewood	12,678.14
Safeguard	22,468.89
Stuyvesant	16,742.28
Standard	10,252.03
St. Nicholas	16,750.00
Star	17,012.65
Sterling	14,263.75
Sun Mutual	2,831.97
Tradesmen's	16,726.92
United States	14,353.00
Williamsburgh City	34,491.00
Westchester	19,214.20
NEW YORK STATE.	
Albany	3,308.25
Commerce, Albany	2,088.96
Buffalo-German	6,512.04
Glens Falls	2,768.93
Northern, Watertown	3,749.77
Watertown, Watertown	2,817.40
Buffalo	5,234.12
Rochester-German	3,063:78
CALIFORNIA.	
Fireman's Fund, San Francisco	3,813.28
CONNECTICUT.	
Ætna, Hartford	43,897.85
Hartford, Hartford	32,161.00
Connecticut, Hartford	2,328.46
National, Hartford	3,128.38
Phœnix, Hartford	12,639.00
Meriden, Meriden	5,591.00
Orient, Hartford	5,526.98
Fairfield, Norwalk	4,525.84
Security, New Haven	3,974.21
ILLINOIS.	
Traders', Chicago	5,863.74
MASSACHUSETTS.	
Mercantile, Boston	8,074.00
American, Boston	4,925.04
Springfield	17,494.00
Boylston, Boston	1,684.18
Eliot, Boston	1,608.52
Franklin, Boston	5,925.45
Manufacturers', Boston	17,838.00
Faneuil Hall, Boston	7,868.36
Prescott, Boston	5,796.18
First National, Worcester	$5,013.80
Revere, Boston	2,583.32
North American, Boston	2,782.28
Washington, Boston	1,608.52
Shawmut, Boston	10,091.64
Shoe and Leather, Boston	1,608.52
Commonwealth, Boston	5,394.77
Neptune, Boston	1,608.52
Alliance, Boston	6,501.52
MINNESOTA.	
St. Paul	3,357.16
OHIO.	
Mercantile, Cleveland	2,515.76
Home, Columbus	5,175.87
Toledo	6,468.30
Firemen's, Dayton	1,731.74
PENNSYLVANIA.	
American, Philadelphia	8,699.35
Pennsylvania, Philadelphia	10,535.46
Insurance Company of North America, Philadelphia	13,652.33
Insurance Company of State of Pennsylvania, Philadelphia	6,730.50
Teutonia, Philadelphia	1,225.11
Franklin, Philadelphia	2,088.30
Girard, Philadelphia	4,925.08
Fire Association, Philadelphia	15,838.33
Lycoming, Muncy	7,106.67
Union, Philadelphia	2,341.51
Farmers' Mutual, York	5,243.02
RHODE ISLAND.	
Providence-Washington, Providence	6,140.00
Merchants', Providence	3,774.24
Atlantic, Providence	1,518.52
Equitable, Providence	3,972.71
Roger Williams, Providence	3,837.36
NEW JERSEY.	
Merchants' Mutual, Newark	15,182.65
American, Newark	3,819.62
People's, Newark	6,892.67
Firemen's, Newark	4,743.06
People's, Trenton	7,142 64
Newark, Newark	5,777.11
Standard, Trenton	5,327.73
Newark City, Newark	7,834.10
Germania, Newark	2,490.88
Manufacturers', Newark	4,525.30
Home, Newark	3,706.26
MISSOURI.	
Citizens', St. Louis	5,170.84
American Central, St. Louis	7,419.56
St. Joseph, St. Joseph	9,461.18
Jefferson, St. Louis	2,140.74
TENNESSEE.	
Equitable, Nashville	7,090.12
WISCONSIN.	
Northwestern, Milwaukee	894.93
TEXAS.	
Union	3,210.26
MARYLAND.	
German, Baltimore	3,638.40
National, Baltimore	4,876.88
Fireman's, Baltimore	1,166.84
VIRGINIA.	
Virginia	5,617.65
Virginia State	3,292.35
Granite State	2,545.00
NEW HAMPSHIRE.	
New Hampshire	4,546.06
GREAT BRITAIN.	
North British and Mercantile	30,033.45
Liverpool and London and Globe	120,762.82
Guardian, London	25,247.28
Royal, Liverpool	59,034.55
Queen, Liverpool	36,460.47
Imperial, London	16,344.52
Northern, London	15,344.52
Commercial Union, London	49,046.39
Lancashire, Manchester	19,063.76
London Assurance Corporation, London	21,847.93
Scottish Commercial, Glasgow	13,570.21
CANADA.	
Western Assurance	9,412.15
British America	14,618.20
Royal Canadian	15,756.35
GERMANY.	
Hamburg-Bremen, Bremen	14,945.56
Transatlantic, Bremen	7,126.03
North German, Bremen	10,867.81
FRANCE.	
La Caisse Générale	21,928.03
Foreign	$1,009,151.74
City	1,620,402.70
Total	$2,629,554.44

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How Houses are Built in Sweden.

The fire insurance rates in this country compared with those charged in different portions of Europe are often regarded by insurants as unwarrantable, excessive and disproportionate. The cause of the disproportion, as compared with Stockholm, at least, is clearly explained by Mr. C. C. Andrews, our resident minister at that city, in a report, from which we quote as follows:

What has principally contributed to these cheap rates of insurance (one-tenth of 1 per cent. on first-class houses, on second and third-class houses one and a quarter and one and a half mills to the dollar—the highest rates charged on any risk which the companies accept is three mills to the dollar,) is the enforcement of strict building regulations. Stockholm was founded in 1187. During the seven centuries of her existence she has suffered repeatedly from conflagrations, and, as might be expected, has by this time learned what all cities ought to know, the wisdom of interposing public authority to secure the construction of buildings sufficiently fire-proof. An act embracing eighty-five sections of "building regulations" for the city of Stockholm has been in force for some years. Indeed, the essential parts of the regulations must have been in force a long time, for there are very many brick buildings here in excellent state of preservation which are upward of two centuries old. By these regulations all buildings are required to display in their exterior a neatness and style corresponding to the part of the city in which they are erected, and so as to conduce to the beautifying of the city. As a general rule they must be constructed of brick, stone or iron. Wooden buildings are allowed to be put up only in the outer parts of the city. Every dwelling must have its own independent cellar walls. The front and rear, or "freestanding" walls must, in a house of more than two stories, have a thickness in the lower story of at least two feet, and in the other stories, as also everywhere in houses of less than two stories, a thickness of at least one foot and five inches. Every house must, on its side joining upon another house, have its own "fire wall," which wall, where the house does not exceed two stories, must have a thickness of at least one foot, and where there are more than two stories, a thickness of one foot and five inches to the second story, and above that a thickness of one foot.

The walls are usually solid, and on that account it must be admitted that, in a sanitary point of view, houses so constructed are less healthy than well built wooden houses. The interior or room walls are generally of brick. The stairs must be of iron or stone, and arched with masonry through each story. The Swedish limestone is readily quarried into long slabs and is excellently adapted for stairs, the slabs being first planed and grooved by machinery to prevent slipping. Limestone is also commonly used for entry floors. There is but one stairway to a house. It is usually four or five feet wide, and is, of course, within the main walls of the building. The different flights are directly over each other. The sides of the passage are plastered, and generally neatly grained in imitation of marble. The stairs being used in common by about as many families as there are stories to the houses, it is seldom that they are carpeted, and everything about them has a fire-proof appearance. There is but one entrance to the attic story, and the door to that must be of iron. The attic may be divided into several rooms, but the whole floor must be of brick or stone. The room cannot be higher than half the breath of the house, and must be covered with tiles or metallic plate. The chimneys must be of brick; their walls must be at least five inches thick; and, where they pierce the roof, the space all around for at least five inches in width must be filled in with iron or mortar, none of the woodwork of the roof being allowed to come nearer than five inches to the chimneys.

Law Reports.

The supreme court of Massachusetts rendered on the 28th ult. an important decision, which sets aside the verdict found in the case of John R. Poor *v.* the Humboldt insurance company and Trustees:

This was an action on a policy of insurance on the Oceanic house, at the Isle of Shoals, the written part of said policy reading as follows: "On his frame building and fixtures, known as the Oceanic house, situated in the town of Gosport, Isle of Shoals, N. H. It is understood that gas for lighting is made from earth oil in a building several hundred feet distant. Warranted a family to live in said house throughout the year. Other insurance permitted. Payable, in case of loss, to the Amoskeag savings bank, of Manchester, N. H., mortgagee."

The only question at issue at the trial was as to whether or no the condition warranting a family to live in the house throughout the year had been complied with. The plaintiff claimed that the hotel closed about September 15, 1875, and that two men occupied rooms in the hotel up to the time it was burned. The defendant contended that the evidence did not show that a family occupied the house within the meaning of the terms of the policy, and moved that the plaintiff be non-suited. The court overruled the motion, and the defendant submitted the following requests for instructions on the question whether the warranty as to a family had been complied with:

1. The occupation of the premises by hired men in the plaintiff's employ, who took their meals and were employed during the day on other premises, but slept in the insured premises by night, was not such an occupation of the premises as complied with the warranty that a family should live in said house.

2. If the jury find that Poor and his wife and children were not living at the Oceanic house at the time of the fire, and that the only occupation was by two laborers sleeping in it, and taking their meals and spending their days elsewhere, such occupation would not be a compliance with the warranty that a family should live in the house throughout the year.

3. Upon all the evidence the jury would not be warranted in finding a compliance with the warranty that a family should live in the house throughout the year.

The presiding judge (Putnam) refused to give the rulings, and instructed the jury that there was evidence from which they could find an occupation by Mr. Poor and his family; that the clause did not speak of any particular family, but "a family"; if any family lived there throughout the year it would be a compliance with the warranty; that while the common meaning of the term "family," as ordinarily understood, was the dwelling together of those of the same lineage, bound together by ties of blood or marriage, another definition of the term "family" was "the dwelling together of two or more persons, collectively, in a house," and if those two persons dwelt, resided and abode in this house as their home, they constituted a family residing there, though they were not in the house all of the time and did not take their meals there, and the jury was to decide upon the definition of the word "family," having regard to the purposes and objects of the stipulation, whether there was or not a reasonably substantial compliance with the warranty. The jury found for the plaintiff, and the defendant excepted to the refusal of the judge to give the rulings above requested and to the instructions which were given.

The supreme court on the date mentioned sustained the exceptions on the following grounds: The warranty required the continuous occupation of the house in the manner in which dwelling-houses are ordinarily occupied by families. The plaintiff did not offer any evidence which would justify the jury in finding that the warranty was fulfilled.

We called attention editorially in THE CHRONICLE of March 14th to a decision rendered ten days previously in the United States circuit court at St. Paul, Minn. The following decision of the supreme court of Minnesota in the same case affirms that of the United States circuit court, and emphasises the suggestions we then made in reference to the necessity for a change in certain clauses that define and locate risks:

Appeal from an order of the district court, Ramsey county, denying defendant's motion for a new trial. Charles P. Biddle for respondent; Harvey Officer and Bigelow. Flandrau & Clarke for appellant.

Gilfillan, C. J.—Action on a policy of insurance against loss by

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fire, issued to the Minnesota land company, for $600 upon thirty-six mules, "all contained in the two-story frame barn (36 x 100 ft.), situate (detached) on section No. 19, town No. 140, range No. 43, in Becker county, Minnesota." "Loss, if any, on above, payable to E. H. Holbrook, Jr., as his interest may appear." The Minnesota land company appears to be an association which claims to be incorporated by the government of the kingdom of Holland, for the purpose solely of purchasing, clearing and cultivating uncultivated lands in this state, and was in possession of five sections of land lying, three in Becker and two in Clay county. In cultivating said farm it was in possession of and using the mules mentioned in the policy. It possessed and used the mules under a contract with Holbrook, by which in substance he agreed to advance to it $12,000, or so much thereof as it should need to procure animals, seed and labor for putting in and harvesting a crop of small grains upon 1,400 acres of said farm. In the year 1876 the company was to execute, and did execute, its notes for the amounts advanced, and as a part of sueh advance Holbrook agreed to, and did, purchase and turn over to it a lot of mules and cattle, which were to remain the sole property of Holbrook until the notes should be paid, and when they were paid the title to the mules was to pass to and vest in the company. The company had the right to plough 1,000 acres with the mules, and if, after the harvest of 1876, and before the notes were paid, it desired to plough a greater amount, it had the right to do so, paying Holbrook for the use of the mules the current rates for the additional ploughing. Holbrook had the right to use them in ploughing for himself or others between the first of June and the fifteenth of July, 1876, he to return them to the company in as good condition as when taken by him; and in case the notes, or any of them, should not be paid at maturity, he might take possession of and sell the mules, or so many thereof as might be necessary, and after paying expenses of keeping and selling, credit the remainder of the proceeds upon the notes, and if there should be any surplus still remaining, pay the same to the company.

On the section described in the policy (one of the five comprising the farm), there was a barn, such as therein described, and when the policy was issued the mules were stabled in that barn. On another section of the farm, section thirteen, about two miles distant from the barn, and in the county of Clay, there was a shed. A short time before the fire the mules were, for the purpose of ploughing and of repairing the barn, taken to section thirteen and stabled in the shed, and while there the loss occurred. There was a condition in the policy that if "the risk be increased by erection or occupation of neighboring buildings, or by any means whatever within the control of the insured, or if the premises become unoccupied without the consent of the company indorsed hereon," the policy should be void. The court below tried the cause without a jury, and found in favor of plaintiff, and from an order denying a new trial this appeal is brought.

The appellant makes these points: That the policy is void because the said company is not a corporation; that for the same reason it is incapable of owning property in this state, and, therefore, had no insurable interest in the property insured; that it had no interest in the policy, because the contract between it and Holbrook shows that it never owned it; the policy covered the property only while it was actually contained in the barn; that by the removal of the property from the barn to the shed the risk was increased and the policy rendered void.

It is claimed that the said company is not a corporation, because the government of the kingdom of Holland cannot create a corporation solely to do business in Minnesota. We do not think the question is involved in the case, for the reason that the purchasing and owning of personal property, and contracting for insurance upon it, are not acts requiring corporate powers; any association of individuals, whether a corporation or only a partnership, may own such property and make such contracts, and may adopt and act under a common name for such purpose. This company was doing business under a common name, and all its acts not requiring corporate powers were good both for it and against it as a partnership, if it was not a corporation. It was, therefore, immaterial whether it was a corporation or not.

Although the contract between the plaintiff and the company provides that until the payment of its notes the title to the mules and cattle shall remain in the plaintiff, the company had an interest in them. It had a right to possess and use them (with the exception specified in the contract). The plaintiff might (with that exception) take them from the company only upon default in payment of the notes, and then only for the purpose of enforcing such payment by a sale of them, and after such sale, first deducting the expenses, the proceeds were to be credited to the company upon the notes, and if there was any surplus then left, it was to be paid over to the company. The question is not as to the value of the interest, but whether there was any legal interest to sustain the contract of insurance, and to prevent the policy being a mere gambling contract. That there was such an interest in the company under the contract, there can be no doubt. The claim that the policy covered the mules only while in the barn—that is, that the words in the policy, "all contained in the two-story frame barn (36 x 100 ft.), situate (detached) in section 19, town 140, range 43, in Becker county, Minnesota,"—limited the risk to the property while actually in the barn, or were a warranty that it should remain in the barn, is determined by the decision in Everett *v.* the Continental insurance company 21 Minn. 76, in which it was held that a clause with respect to the property insured (a threshing machine), "stored in barn on section 36, town 23, range 28, owned and insured by L. L. Chaffin, was mere matter of description, operating to identify the property, and not a promissory stipulation on the part of the insured, nor a condition of insurance on the part of the insurer, that the location mentioned must remain unchanged, or, if changed, that while changed the insurance should cease or be suspended. Here the description is in some respects more full than in that case, but it is still within the principle acted on in that case, only matter of description or identification. Policies of insurance, unless the language excludes the presumption, must be presumed to be made with reference to the character of the property insured, and to the owner's use of it in the ordinary manner, and for the purposes for which such property is ordinarily held and used. Where the language is not too explicit to admit of it the policy, so far as regards the question whether it covers the property when removed from the place where it is described as being at the date of the policy, is to be interpreted upon this presumption. So language which occurring in a policy upon property from its character and in its ordinary use kept permanently and continuously in one place, as a stock of merchandise, or machinery in a building, or household furniture or things stored, might, perhaps, be held to limit the risk to the property while in the place contained as described by the policy, could not, without defeating the manifest intention of the parties, receive the same interpretation when occurring in a policy upon entirely different property, the real and beneficial enjoyment of which forbid its being kept at all times in one place, such as horses, carriages, farming machinery, etc.

The presumption we have referred to bears not only on the clause describing the location of the property, but also the condition in reference to an increase of risk.

The condition in this policy seems more applicable to insurance on buildings than movable property. The blank used was evidently such as the company usually employed in insuring buildings rather than movable property. But although apparently more applicable to a building than to this kind of property, it must be given effect, if possible, in this policy.

As the insurer insures the property while used by the owner in the ordinary way, and for the ordinary purposes for which the property is kept, he assumes all the risk from fire incident to such use, and not merely that incident to the property during a part of the time, or while it may be kept in a particular place. In this case the mules were used in cultivating a particular farm. The policy covered them while so used, and if the risk might be at times greater in such use than while they might be stabled in the barn, that greater risk is assumed by the company. The condition against increase of risk refers to an increase beyond that which the company assumes, to wit, that ordinarily incident to the use of the mules in the cultivation of the farm. Whether the risk was increased beyond that is not stated by the court below in its findings. Order affirmed.

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Fractional Currency.

—The insurance superintendent of the state of Kansas appears to be much exercised concerning the trust deeds of the European companies doing business in the United States, and prints these same trust deeds, with his comments prefixed, and the burden of his commenting is the query, whether the assets held by the American trustees will be permanently abiding in the United States, or be as fleeting as—a Kansas insurance company? To allay his doubts and calm his alarms, he stipulates, in effect, that scheduled valuables shall be, by express terms, conveyed to trustees for the security of the United States policyholders and creditors; the New York department to have the record of the same; and change of the assets to be made only by permission of the New York superintendent. Ten United States branches were admitted to Kansas on "the basis of the property and assets each had in insurance and other state departments, exclusive of deposits held by trustees"; four other companies not receiving credit in Kansas "for deposits with trustees," have had to amend their trust deeds. Two of these companies are the Royal and the Liverpool and London and Globe! and Kansas is satisfied!

The point of this joke is not so much in the worry disclosed, as it is on the side on which the worry goes. If Superintendent Welch could only convince a great number of certain people that the trust assets wouldn't stay in the United States, *they* wouldn't worry a bit, but unfortunately the foreigners' properties *will* linger on this side of the ocean so long as there is money made by their lingering here, and it would be the hardest kind of work to force and drive them out. Practically, the new condition amounts to an additional advertisement of the security given by these foreign intruders to American property. Everthing seems to be gain to these "branches." They most positively ain't going away—either their trustees or their assets. They have got a big job on hand, and they are doing it. As competitors of American companies, we hazard the opinion that they are successful. The American offices are relinquishing to them the mastery of the situation. By some strange perversion of the natural order of things, they understand the average American fire hazard better than the native underwriters. They are not afraid of it. They write with freedom beyond the fire line. They know that the *real* premium rate depends upon the *proportionate amount* of insurance written. They are not made imbecile by idiotic opinions supposed to be judgments as to the moral hazard. Mr. Welch may make himself perfectly at ease as to *their* abdication of the American fire field—*they* are not the abdicants.—*American Exchange and Review.*

—J. Mabbett Brown, general agent at Chicago of the Imperial and Northern insurance companies, filed a voluntary petition in bankruptcy on the 31st ult. Unsecured debts, $6,292.17. No assets.

—It is said that the Ottawa, Ill., fire department expects to take a leading prize for efficiency and promptness at the firemen's tournament at Chicago. To accomplish this laudable purpose the horses of the fire department have been for several weeks back engaged in hauling gravel in a distant part of the city! While the horses were thus recreating several fires occurred in the city, and, as a matter of course, the department was unable to respond with the steamers. Great anxiety is naturally evinced as to the effect likely to be produced on the horses by the peculiar training to which they have been subjected. But the citizens, who were obliged to leave their business to extinguish the fires, entertain very pronounce opinions on the subject.

—We were long since convinced that Dr. Lambert's volubility is irremediable. On this point we believe insurance journalists are quite unanimous. With his retirement into private life they breathed freer, and felt as men emancipated from a menacing danger. His presence always suggested to them the brevity of life and the danger of being "talked to death." Men seldom sympathise with turnkeys or prison keepers, and as the doctor's audiences were to be composed of that sort of material everybody outside the tombs was happy. Since the doctor's sojourn in his present quiet habitation the number of deaths among the inmates does not appear, but it would seem that he had done his work pretty effectively, for he has commenced to operate upon the representatives of the daily newspapers. The doctor is now giving these fellows "fits" and columns of "resuscitation." This is all very good, so far as it goes. But the American Popular doctor has further and higher aspirations. He would like to ride out of prison on his hobby for "resuscitating the drowned," and again attempt to defraud the living and rob the dead. He should practice his nostrums upon himself—the public want no more of them.

—The situation in Milwaukee was illustrated a few days since by a well known state agent of an old Philadelphia company who makes his headquarters in that city. Said he: "Locate hell in Milwaukee, surround it with a four-inch brick-veneered wall, expose it on the north by a Saginaw saw mill, on the south by a Minneapolis forty run stone flour mill, on the east by an Oshkosh frame range, and on the west by a San Francisco Chinese laundry, and the average 'cream city' agent would pronounce it a gilt-edged mercantile risk, rate it at one-half of 1 per cent., write it three years for two annual rates, and divide commissions with the devil to secure control of the business."

—In the list of subscribers to the fund for the relief of the yellow fever sufferers, we notice the following insurance companies:

New York life	$1,000
Mutual life	1,000
Equitable life	1,000
Liverpool and London and Globe	1,000
Continental, New York	250

—What is known as the mortgage insurance law went into operation in Massachusetts on Monday last. The most important part of the law is the second section, which is as follows:

In case of loss upon any property hereafter insured within the terms of the fire insurance policies thereon, all such insurers thereof, upon the proper presentation of proofs by the claimants in accordance with the provisions of the policy, shall pay all mortgages expressly protected by any policies taken out in the name of the mortgagor, in the order of their priority, to the extent of their respective policies or interests in their respective mortgage claims, before the owner of the equity of redemption in said property shall receive anything; but the provisions of this section shall not enlarge the amount which any insurance company would otherwise pay on account of any loss; and any payment so made by any such company under its policy, in accordance with the provisions of this act, whether to the person named in the policy or not, shall be deemed and taken to be in payment and satisfaction of the liability of such company under its policy to the full extent of such payment.

—The trial of the ex-officers of the defunct Protection life insurance company, of Chicago, is set down on the criminal calendar for the 24th inst.

—The title given to the state insurance commissioners by the Chicago *Times* is "The Risk Regulators." This appellation is entirely erroneous. Their true title is "Protectors Who Do Not Protect."

—The case of the indicted ex-officers of the Charter Oak life insurance company came up in the superior court at Hartford on the 28th ult. It will be remembered that at the last term of the court the state attorney filed a new information in place of the grand jury indictment, and the court directed that if the defendants decided to file a demurrer it should be done by the 4th of August, and that the hearing upon it should be set down for the second day of the August term. The demurrer was filed, and it was upon that the case came up for argument. Owing to the absence of Messrs. Hyde and Swett, counsel for defendants, the hearing was adjourned until this (Thursday) morning.

—William Wackerle, whose wife has made his name familiar by vigorous professions of widowhood, left San Francisco on the 21st ult. for the east. He comes hither to testify before the court of last resort in Louisiana that he is not dead but liveth. Wackerle, who is, it appears, a very substantial kind of ghost, says he did fly to the south for safety, fearing his wife would kill him for the sake of recovering the insurance upon his life.

—Insurance Superintendent John F. Smyth arrived in this city from Europe on Sunday. It is a pity that he should have "missed" the recent "convention" at Providence. The results of his campaign as a pioneer of state supervision in Europe would have deeply interested the brethren. But as chairman of a political committee Mr. Smyth's "trained observation" will doubtless prove more valuable to—the politicians.

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—The ninth annual meeting of the Fire Underwriters' Association of the Northwest will be held in Chicago, September 18th and 19th, 1878, at the Grand Pacific hotel. Opening session 10 o'clock A. M. By order of executive committee,

GEO. W. HAYES, *Secretary.* I. S. BLACKWELDER, *President.*

ORDER OF PROCEEDINGS.

Meeting of executive committee, 9 A. M., (parlor 3); opening session of the association, 10 A. M.; calling the roll; report of executive committee; report of secretary and treasurer; address of President I. S. Blackwelder; unfinished business.

PAPERS AND DISCUSSIONS ON THE FOLLOWING TOPICS.

Depreciation of Property—J. L. Holden, state agent Insurance Company North America, and Pennsylvania.

"Instructions to Agents" and Companies by the Courts—David Beveridge, manager Niagara insurance company, N. Y.

Insurance on the Pacific Coast—Geo. D. Dornin, secretary Fireman's Fund insurance company, California.

Grain Warehouses and Elevators—Wm. T. Clarke, special agent Franklin fire insurance company, Philadelphia.

Chimneys and Fuel—Daniel Morse, state agent Home insurance company, N. Y.

Address: The Fire Account—Physical, Personal, Moral—Dr. J. A. Fowler, editor *American Exchange and Review*, Philadelphia.

Fire Departments and Water Supply—Statistics—J. P. Vance, Hamburg-Bremen, and Union insurance company, Philadelphia.

Blackboard Exercises—C. H. Case, W. B. Cornell, Geo. C. Clarke.

Means and Appliances for Extinguishing Fires—H. A. Glassford, Royal, and Insurance Company of North America.

Popular Ignorance Respecting Fire Insurance—A. M. Cunninghame, special agent Royal, and German-American.

Arbitration—Jos. M. Rogers, assistant general agent Phenix insurance company, N. Y.

Adjustment of Fire Losses on Buildings—A. J. Waters, state agent Continental insurance company, N. Y.

Is It So Much a Question of Rates?—J. L. Cunningham, secretary Glens Falls insurance company, N. Y.

An Omnibus—A Collection of Anonymous Contributions—Geo. C. Clarke, conductor—general agent Manufacturers' F. & M. insurance company, Boston.

General business, election of officers, adjournment.

—The prolonged preliminary inquiry in the case of the Agricultural insurance company *v.* Goff before the police court at Montreal, was brought to a close on Friday last, when Goff was committed for trial.

—The motion on behalf of the Atlantic Mutual life insurance company for an order dismissing the proceedings in the New York supreme court on the part of the attorney-general, and setting aside the injunction order and restoring the company to the same condition it was in when the proceedings were commenced, has been adjourned until the last Tuesday of September.

—This is what the New York *Journal of Commerce* says touching the recent meeting of the apostles of state supervision:

The state superintendents of insurance have just held another of their annual conventions at Providence. These officials are chiefly concerned about the passage of laws enlarging their powers over the companies. They hold that legislation should bind the companies closer to the state. If the theory of increased state supervision, which they always advocate, is sound, we should think that a federal control of the companies would be still more desirable, because stronger, and also uniform in all the states. But to this the superintendents are all opposed; for, if the general government assumed charge of life insurance all over the country, these gentlemen would be necessarily tipped out of office. The object of the convention at Providence being, as usual, to strengthen the position of the superintendents, our Mr. Smyth did not go to it, as he could have nothing to gain there. No laws stand in his way, for he is licensed by the legislature to break through them. He could do nothing more illegal than that for which the state senate excused him last winter. Other superintendents, not finding legislatures so easy to manage, may want the laws made more agreeable for themselves. But Mr. Smyth is perfectly satisfied with things as they stand. As might be expected, these superintendents in convention do not trouble their heads much about policyholders. The policyholders must supply this omission by taking better care of their own affairs. This they could do by exercising more personal vigilance toward the companies—and perhaps holding an occasional convention of their own—and leaving less to the doubtful care of state superintendents.

—The captious critics of the daily press frequently exhaust their vituperative vocabularies in discussing cases wherein insurance companies appear as resisting the payment of claims. These self-constituted censors almost invariably ignore the *facts* in such cases, and roundly condemn the companies for doing what they are legally and morally bound to do, namely, to resist the payment of fraudulent claims. THE CHRONICLE has time and again censured insurance companies for compromising claims that they knew or suspected to have been unjust, and which were settled because of expediency, or in deference to an unhealthy public opinion. No legitimate step should be left untaken to test the validity of a claim that is tainted with fraud. From many instances which go to prove the necessity of investigating claims that are suspected to be fraudulent, we may refer to a case recently brought to light at Easton, Pa. In December last the Delaware carriage works at Easton, and of which O. L. Godfrey was proprietor, were destroyed by fire, involving a loss estimated at about $12,000, fully covered by insurance. At the time of the destruction of the works, Godfrey was suspected of having applied the torch, but he proved that he was absent from the city, and the amount of insurance involved was paid by the companies. Although they paid the claim the companies were not satisfied in its justness, and a close watch was kept on Godfrey for the purpose of ferreting out the affair. On Friday last the arrest of Godfrey was caused by the confession of an alleged confederate named Edward Roseberry. He said that Godfrey had associated with him, for the purpose of burning the buildings, William H. Cawley, who in turn hired him (Roseberry) to set the buildings on fire. Cawley paid him $150. He could not say how much Cawley was paid by Godfrey. Both Godfrey and Roseberry were held in bail.

—It would require the peripatetic genius of a "lightning calculator" to estimate the number of patented fire extinguishers that have been introduced during the past few years; but it is safe to say that ninety-nine of every hundred of such appliances are practically useless. This is how the Philadelphia *Record* describes an exhibition of one of these appliances, "the great American fire annihilator":

"This way, gentlemen, this way," shouted a perspiring young man on Broad street, above Vine, yesterday afternoon, in an awful effort to attract a crowd to an exhibition of what he termed "the great American fire annihilator—the Fire King of the nineteenth century."

"This machine," he explained, "is the invention of our vice-president, who has spent the best part of his life in forming a chemical combination possessing the requisite amount of antagonisms to baffle, to circumvent, to subdue, to annihilate. Ah! ha! that's the word, gentlemen; to annihilate man's worst enemy, that epitome of misery, that unrelenting demon—Fire!

"A few more circulars this morning, Mr. Johnsing.

"This great invention, gentlemen, is not the production of some upstart, neither is it the result of chance; but, gentlemen, it is the development of slow, plodding, scientific investigation.

"A few more circulars, Mr. Johnsing.

"All of the inventions and discoveries of Franklin, Howe, Fulton and others, great as they may have been, are insignificant when compared with this, the greatest of ancient and modern inventions, the ever-living Fire King, the lasting monument of the fertile brain of our vice-president.

"A few more circulars, Mr. Johnsing.

"Now, gentlemen, we will first pour five gallons of coal oil over that load of shavings, just dumped there by Mr. Johnsing. We will now pile on this load of wood. We will now ignite the pile, and after it is burning and when you consider it has reached its hottest point we will use the Fire King and extinguish it."

All this programme was strictly carried out except the extinguishing act. When the crowd departed there were two cords of wood blazing away to the great danger of an adjoining wagon factory. The effect of the annihilator on the furnace was about equal to a garden hose on a belching crater. It simply fizzled, and the orator mizzled with Mr. Johnsing and his circulars on his heels.

—Some of the members of the Atlanta, Ga., Board of Underwriters are making vigorous efforts to maintain that organization. When personal persuasion fails to induce local agents who are outside the board to join it, earnest appeals are addressed to their principals to secure additional aid in the matter. Some of the companies or general agents so addressed have communicated with their agents to the effect that they must either join the board or resign their agencies, while other companies have declined to influence their agents one way or the other. The following extract from a communication recently addressed to a general agent defines the "situation" in Atlanta:

Our local board met yesterday, and it was decided to make a last attempt to get such companies as are now outside of our board to join us, and we intend to leave nothing undone to that end; but if we fail this time no power can hold the board agents together, a great many of whom are now clamorous to be turned loose so as to compete with the outsiders. The demoralization now existing is terrible, and things can't run along as they now are. Although we have a board and rates still you are at a loss what rate to name, for fear some other agent will write at less, to compete with those outside, and it is estimated that our rates will be still further reduced about 30 to 50 per cent. if the board is disbanded, which we have not the least doubt it will be unless the companies outside come into it.

—Chester Buck, agent at Ogdensburg, N. Y., of the Charter Oak life insurance company, has been arrested on the charge of embezzling funds of the company to the amount of between $1,000 and $2,000.

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—The following correspondence has passed between the Mutual life insurance company and a Kansas policyholder, who asked permission to go to Memphis to assist the sick without vitiating his policy:

PARSONS, KAN., August 26, 1878.

F. S. WINSTON, Esq., *President Mutual Life Insurance Company.*

My Dear Sir,—I am the holder of policy 4,397 issued by your company Dec. 29, 1847, or perhaps '49. It was originally for $2,000—afterward reduced to $1,000. Upon this the premiums were regularly paid until 1868, I believe. Since that time, by agreement with you, the accumulated interest has provided for the premiums. Accumulated payments and all, it amounted, according to the last statement, to something between $1,800 and $1,900. That was its value at last statement, and it was slowly increasing.

I have been greatly moved by appeals from some of our brethren in Memphis, and by the sad accounts of suffering from the prevailing pestilence now raging there, to go and offer myself and my services to do what I can in ministering to the sick and the dying. The question I have to ask you is this: Will you give me leave to go, without prejudicing or vitiating my life policy? I sincerely and earnestly hope you will. Consider I am getting to be an old man, and cannot—in the ordinary course of nature—expect to live many years more. Please, therefore, allow me to go to Memphis and throw myself into the work of mercy there.

Hoping to have a prompt reply granting my request, I remain, very faithfully, your friend and obedient servant, J. L. GAY.

To this request the following reply was telegraphed:

NEW YORK, August 29, 1878.

The Rev. J. L. GAY, Parsons, Kan.

You have our free permission according to the tenor of your letter. Go, and God be with your efforts.

THE MUTUAL LIFE INSURANCE COMPANY OF NEW YORK.

—Underwriters have very properly resolved to write no policies on Sandy Hill, New York, property until a capable fire department is organized with suitable apparatus and an ample supply of water. All attempts in that line have hitherto been voted down by the taxpayers, who are now privileged to insure their own risks from fire.

—If "practice makes perfect" the inland marine insurance agents of Chicago should be counted the most perfect of rate makers. Some of these gentlemen are most industrious in the making of rates, while other members of the same craft are equally industrious in destroying rates. This building up and pulling down continues with amazing regularity. On Friday last the schedule makers met and agreed upon the following rates on grain cargoes: To Sarnia, 65 cents on the $100; Buffalo, 75 cents; Oswego, $1; Ogdensburg, $1.10; Montreal, $1.50—all net.

—It would seem from the following communication that THE CHRONICLE, through relying on the accuracy of a contemporary, has done an injustice to the Masonic mutual benefit society, of Indianoplis:

LAFAYETTE, IND., August 26, 1878.

EDITOR CHRONICLE:

My Dear Sir,—My firm has for years been a subscriber to THE CHRONICLE, and from its fairness I do not believe you would intentionally publish a positive falsehood; but I see in your issue of 22d inst. the following:

Another coöperative failure. The Masonic mutual benefit society, of Indianapolis, Indiana, is unable to pay death losses, and has given up the ghost. Its sixty deaths last year caused a general stampede from its ranks by members who found their burdens too grievous to bear. If the coöperative plan falls in a society like the masons, where charity to the families of deceased brothers is a cardinal duty, what must be its fate in those societies run as a pure speculation, where all the officers draw handsome salaries and perquisites without stint?—*Item* (Philadelphia.)

Now, permit me to say there is not a particle of truth in the above; but, on the contrary, the association never was on a better basis, in my humble opinion, than at present. Its death losses *are* paid, and it has a handsome surplus at its command, and, under the circumstances, the publication of such statements are, to say the least, unfair and ungenerous. As a mason, I feel a just pride in the success and present status of the association, and I trust that, as a faithful editor, you will make the correction. I am very truly yours,

THOS. UNDERWOOD.

—There seems to be no doubt that the fire at Harrison (East Newark), N. J., on Thursday last could have been extinguished soon after its inception and before much damage was done, but for official blundering. Owing to some misunderstanding or disagreement between the city authorities of Newark and those of Harrison, the fire department of the former city refused to render assistance at the fire. It seems that in September, 1877, the Newark common council authorized the chief engineer, by resolution, to take two engines to any suburban town in case of fire. Soon afterward the aldermen of the Harrison common council asked for protection from the Newark fire department. They were told that in case of need the department would answer a call for assistance, if some moderate compensation for damage and extra work were given by the Harrison authorities. A few weeks subsequently a large fire broke out in Harrison, and the Newark fire department promptly attended and did effective work; but every time the men got a stream on the burning property some roughs in Harrison cut the hose. They ruined fourteen lengths of hose, damaged two engines, injured other property belonging to the department, and tried by insults to force the firemen to fight. A Newark fireman received injuries which resulted in his death. The Harrison authorities with reluctance paid $750 for wear and tear and destruction of hose, but refused to pay the firemen for their services, or to contribute anything for the support of the widow of the fireman. This false economy provoked the Newark firemen to inform their authorities that they would do no more work in Harrison. This information was twice communicated to the Harrison common council, but no notice was taken of it. Thus Harrison, which was either unable or unwilling to maintain a fire department of its own, was left wholly without protection from fire. The fire came, and property worth $150,000 was destroyed. As an enterprising manufacturer and numerous insurance companies will have to bear this loss, the intelligent aldermen of Harrison may not learn the lesson therein contained. But insurance companies are apt to look upon it in a different light.

—The aspirations of a new insurance venture have been thus frustrated:

Hon. JOHN A. MCCALL, Jr., *Deputy-Superintendent of Insurance:*

Dear Sir,—In compliance with your request of the 23d of August, inclosing certificate of incorporation and charter of the proposed National general accident insurance company, I have examined the same, and herewith return them without approval. I think some of the objects for which the company is proposed to make insurances upon are beyond the scope of the statute authorizing such corporations. In addition to the objects specified in the statute the proposed charter enumerates the following: "And upon plate glass against accidental breakage, and upon boilers and the buildings in which they are contained against explosion, and upon personal property against loss by burglary or theft, and upon all kinds of property against loss or damage by reason of tornadoes, hail-storms, lightning, or other acts of the elements, except perils and risks included within the departments of fire, marine and life insurance." This contemplates an almost universal insurance business, and is wholly unauthorized by the statute. Corporations can only exercise such powers as are expressly given by law or incidental to the transactions of their authorized business, the clause in the statute reading as follows: "And also against loss, damage or liability arising from any unknown or contingent event whatsoever which may be the subject of legal insurance," is too vague and indefinite to be applied to any object or subject except those previously expressed in the section, and until the legislature shall make it more specific it is better to confine such corporations to the business particularly indicated. The papers are also defective, for the reason that there is no acknowledgment or sufficient proof of the signature to the certificate. The affidavit annexed is entirely insufficient, in that it does not give the residence or address of the person making it, nor state that he personally knows the subscribers. The names of the subscribers should in all cases be written in full and their residence given, and should be acknowledged before a proper officer. Respectfully yours,

A. SCHOONMAKER, Jr., *Attorney-General.*

—The daily papers of this city have recently published sensational reports of the shooting of "Mr. James S. Myers, vice-president of the Continental fire insurance company, by his former coachman, John White." Mr. Myers is not, nor never was, vice-president of the Continental. He was, however, employed by the company as a clerk.

—The restoration of harmony among the underwriters of San Francisco is in a fair way of being effected. D. J. Staples, president of the Fireman's Fund; Charles D. Havens, secretary of the Union insurance company; C. T. Hopkins, president of the California insurance company, and other gentlemen in the business, have been working zealously to induce non-board companies and agents to join the board. It is stated that the board now has among its members representatives from all the prominent agencies of the city, excepting only the Transatlantic company. It appears the hitherto non-board members of the board have accepted a proposal to join the association and renew business at old rates, existing agreements not to be interfered with. Having thus become directly identified with one body, the board is to be the ruling authority in regulating rates, and at its next or some not far distant meeting to be held for the purpose, a committee will be appointed to revise the tariff, if such action should be considered desirable, and after that all risks will be carried in accordance with a uniform scale of rates. No change in the organization of the board will be made, nor will any substitution of officers follow. An agreement that the old rules of the board shall be adhered to for a year at least, and that no injurious rivalry shall exist, has been signed by all the subscribing members of the board.

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THE

PENN MUTUAL LIFE

INSURANCE COMPANY,

Of Philadelphia.

OFFICE.....No. 921 CHESTNUT STREET.

Incorporated in 1847.

Assets,.....$6,280,723.46.

PURELY MUTUAL.

Surplus returned Annually in reduction of Premiums or to increase insurance.

Policies non-forfeitable by the rules of the Company.

Endowment Policies issued at Life Rates.

SAMUEL C. HUEY, President.

SAMUEL E. STOKES.....Vice-President.
H. S. STEPHENS.....2d Vice-President.
JAS. WEIR MASON.....Actuary.
HENRY AUSTIE.....Secretary.

JAS. H. LANGFORD, . . Gen'l Agent,
No. 161 BROADWAY, NEW YORK.

TRANSATLANTIC

FIRE INSURANCE COMPANY,
OF HAMBURG, GERMANY.

STATEMENT, JANUARY 1, 1878.

SUBSCRIBED CAPITAL (Gold).	$1,125,000.00
Called in and paid up.....	225,000.00
Reserve for all other Liabilities, including Reinsurance.....	277,031.30
Net Surplus	128,130.00
TOTAL CASH ASSETS.....	$630,161.30

Deposited with the New York Insurance Department,
$200,000 5-20 U. S. Bonds.

United States Branch, 160 Broadway,
NEW YORK.
HENRY HONIG, - - - - - - - - MANAGER.

THE

NEW ENGLAND

MUTUAL LIFE INS. CO.,

Corner of Milk and Congress Streets
BOSTON.

Accumulation $14,466,920.53

Annual returns of Surplus made upon the anniversary of Premiums falling due.

BENJ. F. STEVENS.....President.
JOS. M. GIBBENS.....Secretary.
W. C. WRIGHT..... ....Actuary
DWIGHT FOSTER..... .....Counsel.

1825. THE 1878.

PENNSYLVANIA

Fire Insurance Company,

OF PHILADELPHIA,

510 Walnut Street.

Capital, paid in Cash.....	$400,000.00
Reserve for all Liabilities, including Reinsurance.....	784,371.48
Net Surplus.....	520,109.88
Total Assets.....	$1,704,481.36

DIRECTORS.

JOHN DEVEREUX, DANIEL SMITH, JR.
ISAAC HAZLEHURST, THOMAS ROBINS,
THOMAS SMITH, HENRY LEWIS,
J. GILLINGHAM FELL, DANIEL HADDOCK, JR.
FRANKLIN A. COMLY.

JOHN DEVEREUX.....President.
WM. G. CROWELL.....Secretary.
JOHN L. THOMSON.....Assistant Secretary.

RECEIPTS AND DISBURSEMENTS OF THE

CONNECTICUT MUTUAL LIFE

INSURANCE COMPANY, OF HARTFORD, CONN.,

From date of Organization, Dec. 15, 1846, to Dec. 31, 1877.

Dr.		*Cr.*	
To Premiums received.....	$100,718,148.21	By payments to Policyholders for claims by death and matured endowments.....	$28,931,197.15
Interest and Rents received	26,750,962.79	Surplus Premiums and Interest returned.....	32,817,070.51
Balance profit and loss	22,364.86	Surrendered and lapsed Policies	7,172,943.51
			$68,921,211.17
		By payments for expenses:	
		Commissions to Agents.....	$8,312,709.01
		Salaries of all officers, clerks, etc.....	910,126.40
		Medical examiners' fees	365,195.58
		Printing, stationery, rent, postage, exchange, advertising, and sundry charges	1,127,041.15
			10,715,072.14
		By payments for taxes.....	2,783,108.98
		Balance, net Assets, December 31, 1877	45,072,083.57
	$127,491,475.86		$127,491,475.86

Ratio of Expenses to Receipts in 1877, . . . 7.14 per cent.

JACOB L. GREENE, - - President.

JOHN M. TAYLOR.....SECRETARY. | DANIEL H. WELLS.....ASS'T SECRETARY

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THE

CONTINENTAL

INSURANCE COMPANY,

100 & 102 BROADWAY, - - - NEW YORK,

Insures Against Loss by Fire at Reasonable Rates.

STATEMENT OF THE COMPANY, JULY 10TH, 1878.

Gross Assets	$3,204,806.42
Capital	1,000,000.00
Reserve for unearned Premiums	1,000,170.23
Net Surplus	1,006,518.57
Of which there has been carried to the Guaranty Surplus Fund	$464,300
Special Reserve Fund	464,300
Reserve, representing other claims and undivided profits	198,117.62

GEO. T. HOPE.....President.
CYRUS PECK.....Secretary.

1849. "OLD and TRIED." 1878.

GLENS FALLS

INSURANCE COMPANY,

GLENS FALLS, N. Y.

R. M. LITTLE.....President.
J. L. CUNNINGHAM.....Secretary.
G. B. GREENSLET.....Ass't-Secretary.
R. A. LITTLE.....General Agent.

Organized under the NEW YORK SAFETY FUND LAW

57th Semi-Annual Statement, July 1, 1878.

Cash Capital	$200,000.00
Unadjusted Losses and all other claims	30,028.38
Reinsurance Reserve	270,738.53
Net surplus over capital and all liabilities	365,192.85
Cash Assets	**$865,959.76**

Full Statements, in detail, furnished on application.

KENTON INS. CO.

ORGANIZED IN 1867.

Statement, July 1st, 1878.

ASSETS.

Bonds, Mortgages and Stocks	$193,024.35
Real Estate and personal property	10,375.00
Collateral Loans and Bills Rec. for Inland Premiums	20,015.53
Due for Fire Premiums, Rents and from other insurance companies	17,571.54
Cash on hand and Interest accrued	7,636.58
Total Assets	$248,623.00
Liabilities—Capital Stock, all paid up	$150,000.00
Reinsurance Reserve and all other claims	69,287.82
Net Surplus	29,335.18
	$248,623.00

OFFICE IN COMPANY'S BUILDING,

N. W. Cor. Fifth and Madison Streets, COVINGTON, KY.

V. SHINKLE.....President.
GEO. COKER.....Secretary.

New York City

INSURANCE CO.,

No. 100 Broadway, New York.

Cash Capital	**$300,000.00**
Reserved for Reinsurance and all other Liabilities	104,429.95
Net Surplus	43,002.32
Gross Assets	**$447,432.27**

Of which over $100,000 are invested in U. S. Government Bonds, Registered.

RICHARD L. FRANKLIN.....President.
JOHN W. SIMONSON.....Vice-President.
WM. M. RANDALL.....Secretary.

18th Annual Statement of the

EQUITABLE

Life Assurance Society of the U. S.,

120 BROADWAY, NEW YORK,

HENRY B. HYDE, - - President.

For the year ending December 31, 1877.

Amount of Ledger Assets, January 1, 1877		$30,416,719.90
Less Depreciation in U. S. Gov't. Bonds	$77,932.36	
Less Special Contingent Fund to meet any depreciation in value of Real Estate	322,897.09	400,829.45
		$30,015,890.45

INCOME.

Premiums	$7,066,650.49	
Interest and Rents	1,854,377.62	8,921,028.11
		$38,936,918.56

DISBURSEMENTS.

Claims by Death and Endowments	$2,074,127.52	
Dividends, Surr. Values and Annuities	3,160,149.24	
Total paid Policy-holders	$5,234,276.76	
Dividend on Capital	7,000.00	
Agencies and Commissions	459,908.27	
Expenses and Extinguishment of future Commissions	662,042.11	
State, County and City Taxes	95,699.55	
		6,458,926.69
Net Cash Assets, Dec. 31, 1877		$32,477,991.87

ASSETS.

Bonds and Mortgages	$13,723,218.44
Real Estate in New York and Boston and purchased under foreclosure	6,286,744.94
United States Stocks	5,329,413.47
State Stocks, and Stocks authorized by the Laws of the State of New York	3,238,068.91
Loans secured by United States, and State and Municipal Bonds & Stocks authorized by the Laws of the State of New York	1,953,206.00
Cash on hand, in banks and other depositaries on interest and in transit (since received)	1,106,340.52
Commuted Commissions	106,751.74
Due from Agents on Acc't of Premiums	237,247.85
	$32,477,991.87
Interest and Rents due and accrued	391,474.90
Premiums due and in process of collection	79,418.00
Deferred Premiums	578,860.00
Premium on Gold on hand	2,911.00
TOTAL ASSETS, Dec. 31, 1877	$33,530,655.77
Total Liabilities, including reserve for reinsurance of all existing policies	$27,330,654.00
TOTAL UNDIVIDED SURPLUS	6,200,001.77
Of which belongs (as estimated) to Policies in general class	3,610,082.77
Of which belongs (as estimated) to Policies in Tontine class	2,589,919.00

New Business in 1877, 6,609 Policies, assuring $20,712,795.

From the undivided surplus, reversionary dividends will be declared available on settlement of next annual premium, to participating policies.

G. W. PHILLIPS, J. G. VAN CISE, *Actuaries.*

We, the undersigned, have (in person) carefully examined the accounts, and have counted and taken an account in detail, of the assets and property of the Society, and hereby certify that the foregoing statement thereof and of the business of the Society is correct.

BENNINGTON F. RANDOLPH, JAMES M. HALSTED,
HENRY S. TERBELL, ROBERT BLISS,
THOMAS A. CUMMINS.
Special Committee of the Board of Directors.

JAMES W. ALEXANDER.....Vice-President.
SAMUEL BORROWE.....Secretary.
E. W. SCOTT.....Superintendent of Agencies.

FIRE ASSOCIATION

OF PHILADELPHIA.

Organized 1817.

WILLIAM T. BUTLER.....President.
A. LOUDON SNOWDEN.....Vice-President.
JACOB H. LEX.....Secretary.

ANDERSON & STANTON, Agents,

No. 152 BROADWAY, NEW YORK.

BUFFALO

Insurance Company.

Capital paid in in Cash	$200,000.00
Reserve for all Liabilities, including Re-insurance	64,798.75
Net Surplus	46,780.61
Total Assets, January 1, 1878	$311,579.36

PASCAL P. PRATT,.....*President.*
EDWARD B. SMITH,.....*Secretary*

GERMANIA

INSURANCE CO., NEWARK, N. J.

January 1, 1878.

Cash Capital	$200,000.00
Total Assets	$361,644.10

LIABILITIES.

Reinsurance Fund	$40,607.14	
Unpaid Losses and all other Claims	6,036.41	
Capital Stock	200,000.00	
Net Surplus	15,000.55	
		$361,644.10

JAMES M. PATERSON.....President.
JULIUS B. BROSE.....Secretary.

Chartered in 1811.

ALBANY

INS. CO., ALBANY, N. Y.

Capital	$200,000.00
Reserve for Reinsurance	33,806 42
Net Surplus	178,811.31
Total Assets, January 1, 1878	$412,619 73

HARMON PUMPELLY,.....President
J. HOWARD KING,.....Vice-President
THEODORE TOWNSEND.....Secretary.
JOHN W. McHARG,.....Ass't Secretary.

Agent in New York,
EDWARD A. WALTON,
At Office of the Citizens' Ins. Co.,
No. 156 Broadway.

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North German Fire

INSURANCE COMPANY,

OF HAMBURG, - - GERMANY.

STATEMENT

Showing the Condition of the Company January 1st, 1878.

Guaranteed Capital, (paid in or secured by Stockholders' Notes in hands of the Company)	$1,125,000.00
Called in and Paid Up Capital	$225,000.00
Reserve for all Liabilities (including Reinsurance)	120,915.40
Net Surplus (over all Liabilities, including Capital Stock and Reinsurance Reserve	114,375.00
Cash Assets	$460,290.40

DEPOSITED WITH THE NEW YORK INSURANCE DEPARTMENT, **$270,000, U. S. Bonds.**

UNITED STATES BRANCH,

No. 202 Broadway, - - New York,

C. KUHL, MANAGER.

CHAS. H. FORD.....GENERAL AGENT.

TRAVELERS

LIFE AND ACCIDENT

INSURANCE COMPANY,

OF HARTFORD, CONN.

Cash Assets, Jan. 1, 1878,.....$4,453,000
Surplus, Mass. Standard. 1,225,000
Life Claims paid, over.... 1,150,000
Accident Claims paid, over 2,900,000

Grants everything desirable in LIFE or ACCIDENT INSURANCE, on the stock basis, with ample security, at low cash rates, giving a definite and liberal contract, and promptly paying all honest claims.

JAS. G. BATTERSON, President.
RODNEY DENNIS, Secretary.
JOHN E. MORRIS, Assistant Secretary.

New York Office, Tribune Building.

Boston Office.....Cor. State and Kilby Sts.
Philadelphia Office .....112 So. Fourth St.
Baltimore Office.....Sun Building.
Chicago Office .....177 & 179 La Salle St.
Cincinnati Office.....249 W. Fourth St.
St. Louis Office.....St. Louis Life Building.
Cleveland Office..... ...No. 2 Public Square.

Incorporated 1849. Charter Perpetual.

SPRINGFIELD

Fire and Marine Ins. Co.,

SPRINGFIELD, MASS.

ANNUAL STATEMENT,

JANUARY 1st, 1878.

Cash Capital all paid in	$750,000.00
Reserves for all Liabilities, including Reinsurance	610,654.82
Net Surplus	292,098 25
Total Assets	$1,652,753.07

DWIGHT R. SMITH .....President.
SANFORD J. HALL.....Secretary.
ANDREW J. WRIGHT.....Treasurer.

New York Agency, 150 Broadway,
BIGELOW, COIT & PECK, AGENTS.

Western Department, Chicago, Ill.,
A. J. HARDING, GENERAL AGENT.

UNION MUTUAL LIFE INS. CO.

JOHN E. DE WITT, President.

Home Office, - - - - - - - - - - - - - Augusta, Maine.

DIRECTORS' OFFICE, 153 TREMONT STREET, BOSTON, MASS.

ASSETS, - - - - - - - - $8,129,925.68.

All Policies issued after April 1, 1877, which shall have been in force three full years, will be entitled to all the benefits arising from the "Maine Non-Forfeiture Law"; or, if surrendered within ninety days after lapse, Paid Up Policies will be issued instead, if parties prefer.

Practical Results of the Maine Non-Forfeiture Law, passed Feb. 7, 1877, Illustrated by a Whole Life Policy, Issued at Age 30, and allowed to Lapse after the Payment of Three or more full Annual Premiums—Premiums having been paid wholly in Cash.

Premiums paid before Lapse.			Additional Time Under the Law.		Amount Due if Death occurs on Last Day of Extension					Insurance over the Premiums.
No.	Amount.	Age When Stopped.	Years.	Days.	Age at Death.	Amount of Policy.	Premiums and interest to be deducted. No.	Premiums and interest to be deducted. Amount.	Due Heirs.	
3	$681	33	2	212	36	$10,000	3	$759.87	$9,240.13	$8,559.13
4	908	34	3	170	37	10,000	4	1,041.38	8,958.62	8,050.62
5	1,135	35	4	133	39	10,000	5	1,339.18	8,660.82	7,525.82
6	1,362	36	5	100	41	10,000	6	1,655.36	8,344.64	6,982.64
7	1,589	37	6	67	43	10,000	7	1,990.05	8,009.95	6,420.95
8	1,816	38	7	36	45	10,000	8	2,340.74	7,659.26	5,843.26
9	2,043	39	7	338	47	10,000	8	2,477.51	7,522.49	5,479.49
10	2,270	40	8	236	49	10,000	9	2,843.77	7,156.23	4,886.23
11	2,497	41	9	114	50	10,000	10	3,205.85	6,794.15	4,297.15

DANIEL SHARP.....VICE-PRESIDENT.
J. P. CARPENTER.....SECRETARY.
A. HUNTINGTON.....MEDICAL DIRECTOR.
NICHOLAS DE GROOT.....CASHIER.

Active Agents Wanted. Apply to Directors' Office or to any Agency o the Company.

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NIAGARA FIRE INS. CO.

201 Broadway, New York.

STATEMENT OF ASSETS, JANURAY 1ST, 1878.

Capital Stock	$500,000
Liabilities, including Reinsurance	418,249
Net Surplus	450,330
Total Assets	$1,368,579

28 Years' Practical Experience.

Central Department—For States of.....Ohio, Indiana, Kentucky, Tennessee and West Virginia. *Messrs. SNIDER & LINDSEY, Managers*.....*CINCINNATI, OHIO.*

Northwestern Department—For States of Illinois, Wisconsin, Minnesota, Iowa, Missouri, Nebraska, Kansas and the Territories. *Messrs. BEVERIDGE & HARRIS, Managers, CHICAGO.*

L. R. MORRIS, Manager.....State of Michigan.

Losses promptly adjusted by General Agents, and paid by their drafts on the Company.

P. NOTMAN, Vice-President and Secretary. HENRY A. HOWE, President.

SCOTTISH COMMERCIAL

INSURANCE COMPANY,

Of Glasgow, Scotland.

Total Assets in the United States (of which $560,000 are in Government Bonds)	$719,115
Reserve for Reinsurance and all other Liabilities	368,577
Net Surplus	$350,538

[Home Office Statement for 1877 not yet filed.]

United States Branch Office, Nos. 40 and 42 Pine Street, New York.

E. W. CROWELL, W. T. READ,

Joint Resident Managers.

Western Department, St. Louis, Mo., WM. R. KERR, General Agent.

GERMAN-AMERICAN INS. CO.

OF NEW YORK.

OFFICE,.....No. 179 BROADWAY.

January 1st, 1878.

Gross Assets		$2,324,709.06
Reserve for Unearned Premiums	524,767.34	
All other Liabilities	112,990.75	
Capital Stock	1,000,000.00	
Net Surplus	**686,950.97**	
		$2,324,709.06

E. OELBERMANN,.....President.

JAMES A. SILVEY,.....Secretary. | JOHN W. MURRAY,.....Vice-President.

THOS. F. GOODRICH, Secretary Agency Department.

JOHN MARR, General Agent. JAMES NOXON, Special Agent.

EUGENE CARY, Manager Western Dep't, Chicago. JOHN S. BELDEN, Assistant Manager.

BARBEE & CASTLEMAN, Managers Southern Department, Louisville, Ky.

FARNSWORTH & CLARKE, Managers Pacific Dep't, San Francisco, Cal.

Represented in all the Leading Agencies throughout the Country.

LIFE ASSOCIATION OF AMERICA

ST. LOUIS, MO.

H. W. HOUGH, - - - - President.

JOSEPH W. BRANCH.....Vice-President.

GEO. H. LOKER.....2d Vice-President.

EDWIN W. BRYANT.....Actuary.

J. D. HENRIQUEZ.....Secretary.

LIFE, ENDOWMENT AND TERM INSURANCE.

ÆTNA

LIFE

INSURANCE COMPANY,

Hartford, Conn.

Assets, Jan. 1, 1878, $24,141,175.70

T. O. ENDERS, PRESIDENT.

W. H. BULKELEY,.....VICE PRESIDENT.
J. L. ENGLISH.....SECRETARY.
H. W. ST. JOHN,.....ACTUARY.
G. W. RUSSELL, M. D., CONSULTING PHYSICIAN.
J. C. WEBSTER,.....SUP'T OF AGENCIES.

The ÆTNA issues policies on all plans in general use, at unusually low cash rates, with annual cash dividends. It also issues RENEWABLE TERM POLICIES on a plan originally introduced by this Company, which furnishes insurance at the *smallest possible outlay of money*.

All policies non-forfeiting by their terms.

Desirable agencies can be obtained by applying to the Company's General Agents, or to the Home Office.

NATIONAL LIFE

INSURANCE COMPANY,

Of the United States of America.

WASHINGTON, D. C.

CHARTERED BY CONGRESS.

Cash Capital, - - $1,000,000

Assets, Jan. 1st, 1878.....$4,023,362.94

Surplus, Jan. 1st, 1878..... 1,300,814.83

All this Surplus is security additional to the Reserve, which is calculated on a 6 per cent. basis.

Ratio of Assets to Liabilities..... ..148 per cent.

THE LARGEST CAPITAL OF ANY LIFE INSURANCE COMPANY IN THE WORLD.

Perfect Security. Low Rates of Premiums. Definite Contracts.

OFFICERS.

EMERSON W. PEET.....President and Actuary.
J. ALDER ELLIS.....Vice-President.
JOHN M. BUTLER.....Secretary.
SAMUEL M. NICKERSON, Chairman Finance and Executive Committee.

J. W. BRAZIER, Manager,

155 BROADWAY.....NEW YORK.

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D. J. STAPLES.....President.
ALPHEUS BULL.....Vice-President.
GEO. D. DORNIN.....Secretary.

FIREMAN'S FUND

INSURANCE COMPANY,

San Francisco, California.

LOSSES PAID TO DECEMBER 1, 1877.

Alabama	$1,203
Connecticut	39,939
District of Columbia	3,861
Georgia	16,678
Illinois	665,390
Indiana	40,393
Iowa	49,140
Kansas	6,317
Kentucky	13,136
Maine	19,276
Maryland	4,930
Massachusetts	281,321
Michigan	42,247
Minnesota	13,409
Missouri	50,647
Nebraska	4,952
New Jersey	6,308
New York	368,297
North Carolina	2,745
Ohio	51,538
Pennsylvania	80,563
Rhode Island	31,714
South Carolina	20,914
Tennessee	1,142
Texas	28,460
Virginia	28,037
Wisconsin	42,835
West Virginia	3,021
	$1,917,813
California, Oregon and Nevada, to Jan. 1, 1877	1,329,125
Total	**$3,246,938**

SKEELS & BOUGHTON, Agents,
176 BROADWAY, - - NEW YORK.

THOS. S. CHARD, Manager,
23, 25 & 27 LA SALLE STREET, CHICAGO.

AMERICAN

LIFE

Insurance Company,

WALNUT ST., S. E. COR. FOURTH,

PHILADELPHIA.

Assets, Jan. 1, 1878, - $4,208,228.86

GEORGE W. HILL.....President.
JOHN S. WILSON.....Secretary.

EQUITABLE FIRE INS. CO.,

NASHVILLE, TENN.

14th Semi-Annual Statement, January 1, 1878.

ASSETS.	Market Value.
United States bonds	$105,250.00
Railroad, county and municipal bonds	171,338.65
Cash in bank and in Company's office	16,450.64
Premiums in course of collection	17,321.39
Real Estate loan	633.71
	$310,994.39
LIABILITIES.	
Losses adjusted and unadjusted	$11,114.11
Reinsurance Fund	72,175.60
Capital	200,000.00
Net Surplus	27,704.68
	$310,994.39

Surplus as to Policyholders, $227,704.68.
Percentage of Assets to Liabilities, 3-73.

D. WEAVER.....President.
A. G. ADAMS.....Vice-President.
JOHN D. ANDERSON.....Secretary.
J. O. TREANOR.....Assistant Secretary.

HOME

.INSURANCE COMPANY,

OF COLUMBUS, OHIO.

Capital	$250,000.00
Total Assets	414,833.83
Net surplus (after deducting Liabilities and Reinsurances),	70,087.83

Statement, January 1st, 1878.

Cash in Bank	$37,628.77
In Agents' hands and in course of transmission	57,450.23
Due at Local Office	4,621.08
Real Estate unincumbered	84,500.00
Loans on First Mortgage and Interest accrued	100,676.51
U. S. Bonds, market value	100,320.00
Columbus City and other municipal Bonds	13,980.00
Railroad Bonds, market value	39,700.00
Loans on Bank Stock	9,775.00
Loans on Government Bonds	723.66
Bills Receivable	12,356.26
Interest accrued on all Securities except Mortgages	4,500.00
Due from other Companies for Reinsurance	3,602.32
Personal Property	5,000.00
	$414,833.83
LIABILITIES.	
Losses in suspense	$18,500.00
Reinsurance Fund	76,246.00
Capital Stock	250,000.00
	$344,746.00
Net Surplus	70,087.83
Losses Paid since Organization	*$2,700,000*

J. B. HALL.....President.
B. S. BROWN.....Vice-President.
H. N. HENDERSON.....Secretary.
R. S. HART.....General Agent.

New York Office, - 152 Broadway.

HANOVER

FIRE

Insurance Company,

OF THE CITY OF NEW YORK,

No. 120 Broadway, Cor. Cedar Street.

(Incorporated 1852.)

Capital paid in in cash	$500,000 00
Reserves for all liabilities, including reinsurance	568,300.41
Net Surplus	553,398.07
TOTAL ASSETS	$1,621,698.48

Agencies in all the principal Cities and Towns in the United States.

B. S. WALCOTT.....President.
I. REMSEN LANE.....Secretary.

FAIRFIELD FIRE INS. CO.

South Norwalk, Conn.

Cash Capital	$200,000.00
Cash Assets, January, 1878	313,018.41
LIABILITIES.	
Reinsurance and all claims	$74,530.73
Net Surplus	38,487.68

W. S. HANFORD.....President.
H. R. TURNER.....Secretary.

T. S. TRUAIR, GENERAL AGENT,
Syracuse, N. Y.
A. T. SMITH, GENERAL AGENT,
156 La Salle Street, Chicago, Ill.

GLOBE MUTUAL LIFE

INSURANCE CO.,

Nos. 345 & 347 Broadway, N.Y.

This Company offers new and important inducements.

Premiums are not forfeited in case of Policies being discontinued; after three years, paid-up Policies are issued for whole amount of premiums received. This feature is original with this Company. Dividends may be applied to increase the amount insured, or to reduce future premiums.

AGENTS WANTED—With whom favorable arrangements will be made to work directly with the Company.

C. SETON LINSDEY, *Secretary.* PLINY FREEMAN, *President.*
WM. STURGIS, *Managing Director of Agencies.*
J. G. HOLBROOKE, *Sup't of Agencies.*
LORING ANDREWS, *Vice-President.*

AGRICULTURAL

INSURANCE COMPANY,

WATERTOWN, N. Y.

Assets, January 1, 1878	$1,103,070.56
Liabilities, including Capital, unpaid losses and Reinsurance	$901,130.59
Surplus	201,939.97
	$1,103,070.56

Has been doing business over twenty-four years under the same official management.

INSURES

Dwellings and Farm Property only.

BRANCH OFFICE,
163 BROADWAY, ...NEW YORK.

JOHN A. SHERMAN, President.
E. F. CARTER, Vice-President.
ISAAC MUNSON, Secretary.
H. M. STEVENS, Assistant-Secretary.
H. DEWEY, General Agent.

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1851. THE 1877.

MASSACHUSETTS MUTUAL

LIFE

INSURANCE COMPANY,

SPRINGFIELD, ... MASS.

INCORPORATED 1851.

Assets, $6,421,777.04.

All Policies non-forfeitable by law of the State of Massachusetts.

E. W. BOND, *President and Treasurer.*
HENRY FULLER, JR., *Vice-President.*
AVERY J. SMITH, *Secretary.*
OSCAR B. IRELAND, *Actuary.*
DAVID P. SMITH, M. D., *Medical Examiner.*

CHARTER OAK LIFE

Insurance Company,

OF HARTFORD, CONN.

Incorporated A. D. 1850.

PURELY MUTUAL.

Appraised Assets.....$8,973,962.91
Total Liabilities..... .. 8,871,693.34
Surplus..... 102,269.57

DIRECTORS.

GEO. M. BARTHOLOMEW, *President*...Hartford.
HALSEY STEVENS, *Secretary* ..... "
W. L. SQUIRE, *Ass't-Secretary*..... "
WILLIAM FAXON ..... "
JOTHAM GOODNOW..... "
ROWLAND SWIFT..... "
ELISHA CARPENTER..... "
E. J. BASSETT..... "
D. W. C. SKILTON..... "
S. R. McNARY ..... "
W. E. BAKER.. ..... "
C. G. MUNYAN ..... "
C. S. DAVIDSON..... "
CLAPP SPOONER.....Bridgeport.
S. W. ROBBINS.....Wethersfield.
ALEX. STUDWELL. .....New York City.
I. A. SHEPPARD.....Philadelphia.
D. L. BARTLETT.....Baltimore.
THOMAS A. LOGAN.....Cincinnati.
GEO. SHERWOOD.....Chicago.
E. O. STANARD.....St. Louis.

First National

FIRE

Insurance Company,

OF WORCESTER, MASS.

CHAS. B. PRATT.....President.
R. JAMES TATMAN.....Secretary.

JOHN M. WHITON, AGENT,
165 AND 167 BROADWAY, - NEW YORK.

NORTHERN

Insurance Company,

WATERTOWN, N. Y.

JANUARY 1ST, 1878.

Assets.....$377,814 63
Capital Stock paid in..... 250,000.00
Net Surplus over all Liabilities, including Reinsurance Reserve..... 37,678.65

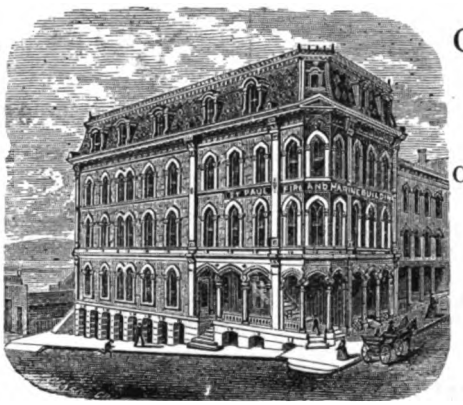
G. LORD .....President.
W. W. TAGGART .....Vice-President.
A. H. WRAY .....Secretary.

THIRTEENTH ANNUAL STATEMENT, JANUARY 1, 1878, OF THE

ST. PAUL FIRE AND MARINE

INS. CO.

C. H. BIGELOW, President.



CHAS. A. EATON, Secretary.

ASSETS.

Cash Capital.....$400,000.00
Surplus..... 458,056.42
Total Assets.....$858.056.42

LIABILITIES.

Capital.....$400,000.00
Reinsurance Reserve..... 280,905.66
Unadjusted Losses..... 16,980.50
Commissions unpaid..... 7,994.18
Net Surplus..... 152,176.08
$858,056.42

Losses paid since organization of Company, $2,193,946.08.

New York Office, 179 Broadway, at Office of the German-American Ins. Co.

WATERTOWN

FIRE

INSURANCE COMPANY,

WATERTOWN, N. Y,

Insures Residence Property Against FIRE AND LIGHTNING.

January 1, 1877.

Cash Capital... .....$200,000.00
Cash Assets..... 725,819.08
Reinsurance Fund..... 433,603.72
Net Surplus..... 64,754.72

HON. WILLARD IVES,.....President.
U. S. GILBERT,.....Vice-President.
JESSE M. ADAMS,.....Secretary.
C. H. WAITE,..... ...General Agent

NEW YORK OFFICE,
81 Cedar Street,
SATTERLEE & SMITH, AGENTS.

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The Chronicle.

A Weekly Insurance Journal.

VOL. XXII., No. 11. OFFICE, 145 BROADWAY. NEW YORK, THURSDAY, SEPTEMBER 12, 1878. J. J. W. O'DONOGHUE, Editor.

Fire Insurance Brokers.

Of the men connected with the business of fire insurance the broker, all things considered, is one of the best paid and most abused. He pockets his 15 or 20 per cent. commission; while agents, managers and insurance journals proclaim that "he is a common nuisance—an unnecessary evil that ought to be abated or effectually stamped out." Being quite philosophical, the average broker cheerfully receives periodically the information that his services are "entirely unnecessary," and continues with unabated zeal to place risks and receive commissions thereon.

To solve this long debated and much mixed question of insurance brokerage, it should be divided in two parts. First—Are brokers necessary? Second—If necessary, is the compensation paid to brokers exorbitant?

It would seem that a sufficient answer to the first question is found in the fact that it is not the practice in this country to render compensation for unnecessary services; but, perhaps, the practice of employing and compensating insurance brokers is an exception to the general rule. Let us see.

A merchant, for instance, employs a man, who is called an in-insurance broker, to purchase insurance, as he might employ cotton, produce or stock brokers to purchase a quantity of any one or all of these commodities. The insurance broker goes to the insurance market and buys from the agent or agents of one or more companies a certain quantity or amount of insurance, and on the money paid for the article purchased he is allowed a commission. Now, if the merchant, instead of employing the broker, went himself to the insurance market he would no doubt have made a purchase equally as advantageous as that made by the broker. But the merchant says that other branches of his business occupy his entire attention, and he is consequently unable to attend personally to the placing of insurance upon his property. To the suggestion that "he should employ a clerk to do so," he replies that it might be less expensive to adopt that course, but it is more satisfactory to employ a man who has experience in that line of business. Then, it may be asked, "Why should not the agents of the companies call upon the merchant and transact business with him directly?" The chief objection to that course is obvious. If it were generally adopted agents would be compelled to employ corps of solicitors or "drummers," whose expenses—which, of course, would also come out of the premium receipts—would equal if not exceed the commissions paid to brokers.

It is thus seen that the insurance broker occupies a position which is not only necessary but which cannot otherwise be filled more advantageously. The broker has grown up with and into the business of fire insurance, and it is sheer nonsense to say that he is not an essential factor in its operations.

Then, "Is the compensation paid to brokers exorbitant?" We might dispose of this question by saying that as the brokers' commission comes out of the premiums paid by the insured, it is for the insured to say whether such compensation is, or is not, exorbitant. In other words, brokers' commission adds about 15 per cent. to the cost of insurance, and if the insured are satisfied to pay that percentage, no one should grumble. But it is not the insured who fix the rate of percentage. The insured pay through their brokers the gross premiums, and competition between the companies usually regulates the proportion of the premiums that goes to the brokers. Here a new interest becomes involved. The agents of the companies are allowed, say 25 per cent. commission on premium receipts. It is out of this commission that the compensation of brokers is taken. So, when competition is rife the broker is happy, because he will receive a larger percentage; and the agent is miserable, because the balance of his commission will be reduced to a corresponding extent. Meanwhile companies desire to cut down the commissions of agents, and the insured desire to cut down premiums. The agent is thus placed involuntarily in an exceedingly embarrassing position.

When the relative positions of agent and broker are contrasted no one can truthfully deny that the compensation of the latter is oxorbitant. The agent must be a competent and reliable man. If he should represent in a fair locality an average company he must rent an office and hire clerks. He must advertise and incur many necessary expenses appertaining to the prosecution of a successful business. On the other hand, the qualifications of a broker need not be more than mediocre, and it has been well said, "he carries his office in his hat."

No one will therefore have the temerity to dispute that the agent is entitled to a larger share than the broker of the commission on premiums; yet the broker invariably receives on every risk he places from 15 to 20 per cent. as his share of a 25 per cent. commission. We know of an agency firm consisting of three members whose premium receipts in 1877 amounted to $250,000. The firm's commission was at the rate of 25 per cent., and the brokerage paid was at the rate of 15 per cent., which is about the average percentage paid to brokers. The results of this agency's transactions may be briefly summarized as follows:

Gross receipts	$250,000
Commission thereon @ 25 per cent	62,500
Commissions paid to brokers @ 15 per cent	37,500
Office expenses	15,000
Balance to be divided among the three members of the firm	10,000

This instance ought to be sufficient to show that if the expenses of conducting the business are to be curtailed the "cutting down" should be commenced in the commissions paid to the agents of the insured, and not at the paltry residuum which goes to compensate the agents of the companies. There is no reason, other than the one that companies are recklessly greedy for business, why the commissions paid to brokers should not be reduced; but until companies are satiated with the fruits of unwise competition there is little reason to hope that such reduction will be made. Meanwhile agents have to "grin and bear" the hardships of the situation; but it would seem that they were specially created to receive just such treatment.

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Dangerous Kerosene.

The numerous fires and large amount of losses due to the use of kerosene oil have compelled underwriters to recognize the danger attaching to this enemy of their business. From the enactment of laws and the passage of ordinances in various states, cities and towns regulating the quality, sale and storage of kerosene oil, it would seem that legislators and civic authorities are aware that under certain conditions it is not wholly harmless. Yet, from the almost universal and often careless use of it in all classes of business houses and private residences, it is evident that the general public is ignorant of the deadly elements which it carries with it.

It will doubtless surprise many persons to learn that in the United States between five thousand and six thousand human lives are lost annually through the use of explosive kerosene. During the last fortnight of August—a month when lights in most houses are used, if at all, for only a few hours—we find reported in twenty cities and towns containing an aggregate population of nearly 2,000,000, that 13 persons were killed and 11 seriously injured by kerosene oil explosions.

Upon the basis of this record it will be seen that the enormous number of 6,864 persons are slaughtered and 5,808 seriously wounded in the United States annually by this deadly fluid. Imagine a battle fought every year and attended with similar consequences! The yellow fever scourge in its widest and most destructive sweep has never, excepting the epidemic of 1853, reaped in one year a death harvest so appalling as this is! And yet many persons, either through ignorance or carelessness, are daily running the risk of being numbered among the victims of this terrible engine of death, besides exposing their property to destruction by it.

We see some of the results of the ignorance which prevails with regard to the explosive properties of kerosene and the carelessness with which it is frequently used in the daily reported lists of casualties. We read of the domestic servant who, having used the "*sunlight non-explosive fluid*," or the "*absolute safety oil*," or kerosene which smells as sweetly or sells as quickly under some other name, to "hurry up" the kitchen fire, succeeded in hurrying herself into eternity. We read again that a highly patented safety lamp, containing a double-distilled fluid, warranted non-explosive, has bursted, destroying both life and property. And so on *ad infinitum*. Whether flaming in the garret or stored in the cellar, kerosene imperils life and property.

Of course we do not mean to say that the use of every description of kerosene is fraught with danger. But we contend that kerosene of the most inferior and dangerous quality is sold in the market, and finds its way into business houses and into the dwellings of both rich and poor. And this is the case, notwithstanding the fact that there are laws regulating the standard of kerosene, below which it "shall not be sold," and inspectors to see to it that such laws "shall be enforced." What, then, is to be done? It is quite clear that so long as government inspectors fail to do their duty greedy refiners will not incur the additional cost—although it would be only a few cents per gallon—of manufacturing a safe oil. They will continue to traffic in dangerous oil as long as they are permitted to do so. Moreover, the "flashing test"—which determines the lowest temperature at which oil gives off an inflammable vapor—applied under the laws of some states is not sufficient to secure safety. The "flashing point" in these states is fixed as low as 110° F. Referring to this fact, Professor C. F. Chandler, in his report to the New York Board of Health upon "the traffic in dangerous kerosene," says:

When it is remembered that the temperature of oil in lamps sometimes rises above 100° F.—thus reaching a temperature at which *even oils which do not emit a combustible vapor below 100° F. would be dangerous*—it is apparent that 100° is too low a standard for safety; 120° F. would not be too high as a standard, and its adoption would not add three cents per gallon to the cost of the oil.

If we mistake not kerosene recently purchased in a Brooklyn grocery store, and subjected to a test similar to that referred to, was found to flash at 120° F. So it would seem that the standard suggested by Professor Chandler as not being too high is, in fact, too low.

What with derelict inspection, and a standard which is undoubtedly too low, the markets are flooded with the most dangerous kerosene, and the work of destruction and death continues without let or hindrance. We again ask: What, then, is to be done? Is it not the preëminent duty of legislators to pass and provide for the rigid enforcement of such laws as are necessary to effectually prevent the sale of unsafe oils? Or is it no part of the duty of our law-makers to protect by wholesome legislation the property and lives of citizens?

Manufacturers and venders of explosive kerosene belong to the worst class of incendiaries. Their infamous traffic ought to bring them condign punishment. The law should fix a standard test which will insure safety beyond peradventure; and also provide that adequate punishment is in every case meted out to manufacturers and venders who traffic in oil that is found to be below that standard. No offender should be permitted to escape unpunished. By an unswerving and vigorous enforcement of such a law, the wholesale slaughter of human beings and the destruction of much valuable property by kerosene explosions would be mitigated, if not wholly prevented.

Co-Operative Life Insurance.

The fallacious and, to some unthinking persons, delusive system of life insurance which is operated on what is commonly called "coöperative basis," has recently attracted increased attention. Encouraged by the failure of a few of the regular life insurance companies, the promoters of this bastard system have increased their efforts to deceive the unwary and to enrich themselves. For the prosecution of their purposes "the times" are most propitious. Men were never more anxious than they are now to make *cheap* purchases. Economy is the order of the day, and every item of expense, whether in business or domestic circles, is carefully considered. It is not, however, the intrinsic value of the thing purchased, but the amount which it costs that is most considered. A spurious article which *appears* to be genuine and inexpensive is the thing which has the readiest sale in "hard times." As this is true of almost every commercial commodity, so is it to some extent true of life insurance. To this cause may be largely attributed the recent mushroom growth of coöperative life insurance companies.

Under these circumstances the recently issued leaflet on coöperative life insurance by Colonel Jacob L. Greene, president of the Connecticut Mutual life insurance company, is as timely as it is instructive. In this little work the merits of the so-called coöperative system are discussed concisely and fairly. An admirable contrast between genuine and spurious life insurance is presented, and every intelligent reader is enabled to estimate facts and fallacies at their proper value.

In answer to the interrogatory "Which is cheaper"?—legitimate life insurance or the coöperative scheme—Mr. Greene illustrates as follows:

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Suppose, for convenience, 10,000 men, all aged 30, agree together that when any one of their number dies each survivor shall pay one dollar to the family of the deceased. This is the so-called coöperative insurance, or the benefit promised by the various lodges, temples or other friendly societies.

According to a well-tested table of mortality, 84 of these men will die the first year; their families will receive, if all pay their assessments, about $9,950, on an average, and each survivor will have paid $84, or $8.43 for each $1,000 of insurance so given. The second year 85 of the 9,916 remaining will die; their families will receive, if all pay their assessments, about $9,874 on an average, and each survivor will have paid $85, or $8.51 for each $1,000 of insurance so furnished. To avoid tediousness we will not follow the cost year by year, but take only convenient intervals of time.

At the beginning of the tenth year 9,115 of these men will be living; 94 of them will die during the year; their families will receive, if all pay their assessments, about $9,060 on an average, and each survivor will have paid $94, or at the rate of $10.36 for each $1,000 of insurance so provided.

At the beginning of the twentieth year 8,058 of these men will be alive; 128 of them will die during the year; their families will receive, if all pay their assessments, about $7,990 on an average, and each survivor will have paid $128, or at the rate of $15.94 for each $1,000 of insurance so provided.

At the beginning of the thirtieth year 6,488 of these men will be living; 197 of them will die during the year; their families will receive, if all pay their assessments, about $6,390 on an average, and each survivor will have paid $197, or at the rate of $30.34 for each $1,000 of insurance so furnished.

At the beginning of the fortieth year 4,153 of these men will be living; 270 of them will die during the year; their families will receive, if all pay their assessments, about $4,018 on an average, and each survivor will have paid $270, or at the rate of $64.93 for each $1,000 of insurance so furnished.

At the beginning of the fiftieth year 1,541 of these men will be living; 216 of them will die during the year; their families will each receive, if all pay their assessments, about $1,433, and each survivor will have paid $216, or at the rate of $140.41 for each $1,000 of insurance so furnished. There is no need to carry the illustration farther. Of course there have been proportionate deaths and payments in each year of the whole fifty.

The essential facts in this case are two: a constantly increasing cost per $1,000 of insurance, and a constantly decreasing amount of insurance from the lives lost yearly.

The man who was insured during the first year for about $9,950 at the rate of $8.43 per $1,000, was insured during the fortieth year for only $4,000, but at the rate of $64.93 per $1,000—a loss of nearly two-thirds of the insurance, but an increase of the cost per $1,000 of nearly eight fold.

All this is upon the supposition that none go out except by death. But this could not be true in fact. Many would drop out from inability or unwillingness to pay farther, especially as they saw the cost increasing; and the amount of actual insurance would decrease much more rapidly than in our illustration.

Could as many lives be added each year as are lost or fail to pay and drop out, the amount of insurance could be maintained, but it would not change the cost per $1,000; that could only be done by bringing in all younger men to supply the place of those lost; but that is impossible, because the cost to the younger men of coming into an older class would be increased above its natural rate. These men could only expect to gain additions of men at least as old as themselves. They could not afford to admit older men, for that would increase the cost of their own insurance by raising the death rate. But the older they grew the more difficult it would be to get men even of their own age to enter, for the yearly cost per $1,000 is increasing so rapidly. And this increase of cost acts as a constant influence to prevent men from paying their assessments and so keeping in the scheme. So far from the method having any cohesive quality, it tends to drive men out after a time by the increasing cost; while the impracticability of adding either younger or older men limits the possible additions to a very small class, who are again soon deterred from entering by the same increasing cost. In other words, the scheme is naturally self-destructive, and those who hold on and pay long are likely in the end to find themselves without any constituency to pay to their own families when they die. In some cases it is sought to bring all ages wholly or partially together, and assess all alike; this is especially true of the various benevolent societies and lodges. This changes nothing except by making the younger members pay a part of the cost which the older members should pay. Each man ought to pay in proportion to his own risk of death, and that depends ordinarily on age; but by this scheme the older members pay less than their due proportion, and the younger pay more.

For these reasons it has so far proved to be impossible to procure and retain a sufficient number of members in such a scheme to secure a certain and sufficient provision for the families of decedents. That can only be done by a method which shall—

First, Give each family such definite and absolute amount of insurance as they may need, or as can be provided;

Second, Give it at a rate of cost which is proportioned to the risk involved, and which is not decreased for the benefit of older members at the expense of younger ones;

Third, At a rate which shall not increase from year to year, becoming more burdensome as age advances and driving members out, but which shall make it at least as easy to continue as in the beginning;

And fourth, By a method which shall not permit the insurance of those who remain to be injuriously affected or hazarded by the withdrawal of any who choose to go out.

The first and second of these requisites are secured by the legitimate companies by a definite contract for an agreed amount, at a rate per $1,000 based upon the yearly cost per $1,000 for each age by itself as shown by the mortality tables.

The third and fourth of these requisites are secured as follows: Instead of charging a man, say age 40, $10.36 per $1,000 the first year, $15.94 the tenth year, $30.34 the twentieth year, $64.93 the thirtieth year, long before which time he would have withdrawn because of the increase, the average of these yearly increasing costs is found by an easy arithmetical process, and that is adopted as the uniform or level yearly premium per $1,000; at age 40, for instance, it is $23.68 per $1,000. This is, of course, larger than the cost per $1,000 in the first year, which is $10.36; it is larger than the cost per $1,000 in the tenth year, which is $15.94; but it is much less than the cost per $1,000 in the twentieth year, which is $30.34. In point of fact the level yearly premium of a man aged 40, is greater than the yearly cost of his insurance until the sixteenth year of his policy, when they about equal each other; from that time the yearly cost rapidly rises above the level yearly premium; but to offset this increase of cost, and to make certain provision for the ultimate payment of the contract, the company has kept and invested the yearly differences between the cost of insurance and level yearly premium for all the time that the premium charged has exceeded the actual cost; the sum of these differences so invested and kept is called the reserve, and enables the company to go on and fulfil its contracts with certainty, without charging a higher premium, even after the cost has risen above the premium charged.

The operation of the principles laid down respecting the so-called coöperative schemes is never seen in full force, because the adventure is undertaken only on so small a scale or maintained for so short a time that no sufficient opportunity is afforded for the purpose. In many lodges the yearly cost of such assessments has not been very large, because the number among whom deaths could occur has been very small; but the protection furnished has been also very small, and wholly unworthy to be considered as a reliable provision for a family losing its financial dependence. But whether the amount of protection they furnish be great or small, it must, on the average, cost as much in proportion as the same amount would do elsewhere, for it is governed by the same law of mortality from which there is no escape. Such schemes may give a slight temporary help to a family in their first distress; they never have furnished, and never can furnish it, a complete and adequate financial substitute for the life lost. This legitimate insurance can do, and is doing daily, all over the land. There can be no equivalent. Other things will be cheaper only because they give less. But less is not worth having.

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To sum up all:

A purely mutual life insurance company is coöperative in the true and best sense, to the fullest extent.

If a so-called coöperative could possibly give as much and as certain insurance as does the legitimate company, it could not possibly do so at less cost.

But it is impossible that it should give certain insurance at any cost.

Receivers of Life Insurance Companies.

(*Communicated.*)

During the past eight years no less than twenty-eight New York life insurance companies have been handed over directly or indirectly by our courts of justice to the tender mercies of receivers. The following is a list of these companies now in process of liquidation, together with statements from official sources, of the amount of assets and the amount of insurance in each company at the date when the last returns were made to the New York insurance department:

Year.	Name.	Assets.	Amount Insured.
1870	Great Western	$551,438	$8,026,666
1871	Farmers' and Mechanics'	166,845	1,319,910
"	American Tontine	272,665	2,779,158
"	Standard	284,563	2,869,952
"	Widows' and Orphans'	1,599,069	12,299,705
1872	Amicable	177,561	1,109,249
"	Empire	853,990	13,063,045
"	Mutual Protection	2,013,444	17,390,773
"	Craftsmen's	284,210	3,910,357
"	Empire State	309,508	5,275,550
"	New York State	283,412	3,511,063
"	Excelsior	514,186	6,751,227
"	Hope	546,671	9,467,031
1873	Asbury	409,491	5,482,139
"	Hercules	128,576	350,817
"	Eclectic	310,777	5,257,365
"	Guardian	3,584,717	32,735,940
"	National	760,035	7,426,474
"	Commonwealth	422,718	4,514,379
"	World	548,206	5,966,346
1874	Government Security	296,652	2,777,498
1875	Merchants'	196,659	2,425,514
"	North America	5,789,074	26,138,640
1876	Continental	6,229,485	51,179,234
"	Security	3,683,186	20,617,269
1877	American Popular	588,703	10,213,187
"	Atlantic	1,252,017	5,633,353
"	Universal	3,542,321	25,655,085
	Totals	$35,600,129	$294,086,926

The company last named is not actually in the hands of a receiver, as the decision of the court upon the application for the appointment of one is still pending, but the business is no less completely ruined.

Let us see what is involved in thus putting a company in the hands of a receiver. In the first place, the *insurances* all cease and determine, the *protection* is destroyed, and the hopes garnered up in the minds of husband and father in regard to his family are rudely and suddenly dispelled. The sacrifices of years made in order to pay the constantly recurring premiums are made of no avail. Can we wonder that distrust and dissatisfaction are so general, even with respect to the best of companies, where by every means confidence and contentment should have been secured?

An insurance is a vested right—one that has been paid for by the policyholder, and one that should be kept sacred by the company. In almost every case above cited the insurances might have been preserved, by simply using the percentage of the reserve, which remained intact in each case, to continue the insurances in force upon the principle of the Massachusetts non-forfeiture law, or by the system of yearly renewable insurances initiated by the Provident savings society, of this city, or by some plan better adapted to the object in view than either. The fact that the net reserve in a company has become impaired is no reason why the *insurances* should be cancelled. This only makes a bad matter worse. Under the color and sanction of the law fearful outrages have been perpetrated upon the policyholders of these companies, which will forever be a foul blot upon the administration of justice in our state, and a stigma upon the managers of our companies. Our system of state supervision is largely responsible for these calamities inflicted upon the rights and equities of policyholders. We can have no remedy for such outrages, and no safeguard against their recurrence, so long as legislatures allow such laws as govern the appointment of receivers to remain unrepealed, or so long as political patronage can secure such appointments for partizan hacks as a reward for services rendered, and *to be* rendered, to their chiefs.

The state insurance officials themselves begin to see the iniquity of such proceedings as have disgraced our own state. Mr. Pillsbury, the president of the Association of State Insurance Commissioners, said in his address before the convention which met last month in Providence, "Most of the failures have occurred in the state of New York, thus making that state the principal theatre of the dilatory and shifting, if not most discreditable proceedings. In that state there are twelve or fifteen (twenty-seven) failed companies in the hands of receivers, some of whom were appointed nearly six years ago, yet we are not informed that a single final settlement has been made."

The Continental, the largest of the failed companies, has been tossed about by the courts, having been lodged in turn in the hands of three different receivers, *with opportunities to enrich their friends without limit*, and as yet very little progress has apparently been made towards a final settlement, except in the way of devouring the remains. Such proceedings are unworthy the empire state, and we earnestly protest against them. * * * We cannot divest ourselves of sympathy for the plundered victims, and may and ought to protest against the further continued plundering of these victims through the machinery invented ostensibly for their protection. "'Receivership' but half covers the case. We need a new word that shall signify both to *receive* and *devour*." Mr. McCall had to confess that the above criticism "Is well and thoroughly merited. There is nothing," he says, "in the history of life insurance worse than is exhibited in the endeavor to wind up life insurance companies by receivers. They have all received and given nothing, and I do not believe to-day there has been a single company that has paid a final dividend, although some of the receivers were appointed five or six (or seven) years ago. Just so long as place and patronage is recognized by our courts, just so long will the evil continue."

These last are brave words from the deputy of the department which caused the Atlantic, an unquestionably sound and solvent company, to be placed in the hands of a receiver. One such case as this is enough to make state supervision a stench in the nostrils of all honorable men. This company was acknowledged to be solvent by the judge who, nevertheless, handed it over to wreck and ruin by the appointment of a receiver who was his personal and political friend, and, it is stated, is a connection by marriage. The whole proceedings in the case of this company are disgraceful, and a gross outrage upon its policyholders.

Take the case of the company in the foregoing list which was conceived, brought forth and brought up in fraud—the American Popular. Is the state department free from blame for the widespread ruin and misery experienced by its policyholders? The gross premiums charged by that company were in many cases less than the net premiums absolutely necessary to produce the reserve required by law, and yet the department through criminal indifference or utter incompetency allowed the public to be deceived into purchasing insurance at less than cost, and then destroyed what little protection was thus afforded by closing up the company, when the inevitable result should have been foreseen and prevented by a faithful superintendent.

A lawyer in St. Louis well defines a receiver thus: "A receiver is one of the most interesting and sublime objects which can be presented to the legal mind. He is the offspring of insolvency and chancery. He is inseparably identified with a fund. He acts only by advice of counsel. He subsists upon motions and interlocutory orders. He is always petitioning the court and asking that something or other be granted, with costs. He is the good genius of attorneys and solicitors. He moves in the atmosphere of taxable items, commissions, special proceedings and general equity. He is

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the grandest embodiment of a legal fiction known to the august absurdities of a chancery court." We will only add that he is a nuisance which ought to be abated.

Philadelphia Mortality.

The *American Exchange and Review* has compiled from the report of the health officer of Philadelphia the following table:

SPECIFIC CAUSES OF DEATH IN PHILADELPHIA DURING THE YEARS 1874 TO '77, INCLUSIVE.

Diseases.	1874 Population Estimated 775,000....	1875 Population Estimated 800,000....	1876 Population Estimated 825,594..	1877 Population Estimated 850,856....
Abscess of all kinds	69	79	87	70
Anemia	....	....	....	23
Aneurism	....	....	....	28
Apoplexy	230	250	255	190
Asphyxia	47	21	26	25
Asthma	26	50	35	19
Bright's disease	180	190	181	192
Burns and scalds	79	81	68	59
Cancer of all kinds	307	317	305	327
Casualties	190	217	225	‡ 233
Cerebral spinal meningitis	....	....	....	56
Childbirth	....	....	....	12
Cholera infantum	859	992	1,173	979
Cholera morbus	50	47	35	43
Cirrhosis of liver	....	....	....	76
Compression of the brain	....	....	...	11
Congestion of the brain	311	394	445	295
Congestion of the lungs	196	192	208	207
Consumption of the bowels	....	....	....	20
Consumption of the lungs	2,304	2,359	2,676	2,349
Convulsions	701	835	917	731
Croup	199	428	386	338
Cyanosis	....	....	....	89
Debility	719	695	681	528
Diabetes	....	....	....	17
Diarrhœa	141	151	149	123
Diphtheria	179	656	708	458
Disease of the heart	542	561	566	517
Diseases of brain, kidney, liver, spine, stom'h.	155	154	127	110
Dropsy of all kinds	442	466	457	457
Drowned	....	119	111	127
Dysentery	47	76	78	79
Effusion on the brain	....	..	....	66
Epilepsy	40	31	34	35
Erysipelas	88	87	84	77
Fatty degeneration of the heart	....	....	....	42
Fevers of all kinds	979	†1,582	1,215	....
" (except scarlet and typhoid)	....	....	....	118
Fever, scarlet	....	....	..	370
Fever, typhoid	....	....	....	542
Hemorrhages of all kinds	149	141	145	143
Hypertrophy of heart, liver, stomach	....	....	....	50
Inanition	316	364	472	363
Inflammation of all kinds	2,367	2,751	2,743	2,297
Insanity	3	8	9	5
Intemperance and mania-à-potu	39	48	62	33
Marasmus	679	730	791	752
Measles	117	12	53	69
Murder	19	27	22	11
Old age	440	492	599	619
Paralysis	255	287	305	309
Premature births	229	....	244	261
Rheumatism (also of heart, brain, stomach)	41	53	52	32
Scrofula	....	....	....	30
Smallpox	....	....	407	155
Softening of the brain	88	98	93	96
Still-born	891	1,000	896	930
Suicide	59	68	60	59
Sunstroke	....	....	130	8
Syphilis	....	....	....	37
Tumors	41	48	39	35
Ulcerations of all kinds	....	....	....	25
Unknown	47	35	63	21
Uræmia	....	....	....	49
Whooping cough	74	125	88	81
190 Other diseases in 1874	1,441	....	....	....
173 " " 1875	....	1,488	....	....
234 " " 1876	....	....	1,527	....
128 " " 1877	....	....	....	678
	*16,315	*18,805	*20,032	*17,195

* Including still-born; and in 1874, 1876, 1877, premature births. † Scarlet fever included, 1,012. ‡ Including fractures.

The Immediate and Remote Causes of Marine Losses.

From the Review, London.

The increase of marine losses during the last decade has often formed the theme of consideration and investigation, nevertheless it is a subject that cannot lose its interest, especially to assurers. To careless and negligent navigation no doubt a large proportion of disasters are directly traceable, and sacrifices of safety to speed or parsimonious outfit have their share; nor can we forget the crowded state of many, especially our home, waters. Side by side, however, with these causes of misfortune there are the increased safeguards provided by science, and the strict examination of the chief navigators, so that we must look deeper into the underlying source from which arises the increase of disaster. This we would briefly designate as the want of interest in the venture; and this we shall hope to demonstrate without unnecessary harshness, and with every desire to do justice to many exceptions.

Why is it, we would ask, that in some lines of steamers and fleets of sailing vessels loss or damage is comparatively unknown? Is it not that the trade is lucrative, or the vessels only partially insured, or the possession of prestige—all of which arise from a very tangible and direct money, as well as (we doubt not) a moral, incentive. It cannot be that the vessels are of superior build, or in easier trades than others of which we shall speak presently, for it is notorious that amongst some of the most successful employs the vessels are of a similar character, and the trades are very dangerous. A Cunard steamer crossing the Atlantic in eight or nine days in the depth of winter, with fog and ice to contend with; a Peninsular and Oriental steamer, surrounded on her voyage to India or China with all the dangers of what is now almost a coasting voyage, cannot be looked upon as owing their safety to a want of the element of danger. Whilst, however, in both these cases loss or damage is scarcely known, vessels are continually lost upon easy voyages, and apparently (so far as Lloyd's Register shows) of quite as high a class.

Two classes of operations, it seems to us, have the priority, in causing the want of interest which we deprecate, and which we cannot disguise from ourselves is the prime cause of loss. First, there is the power of insurance and its secrecy. An owner cannot only cover his ship to his own sole opinion of her value, but he can, and does, often override the laws and customs that are especially enacted to prevent his losing all interest, by entering the vessel in thirds, freight (in which they pay half the amount for which the vessel is entered, even if she has neither present or prospective profit at the time of the loss) and protecting clubs; nay, he can put the ship into a small damage club, and thus recover the amount of percentage deducted in the ordinary policy for natural decay or wear and tear. These operations are undertaken with a secrecy that is scarcely conceivable to any but the initiated. Another class of shipping is fully covered in a more open manner; and if a sufficient amount cannot be insured without attracting suspicion, there is the ready means of covering outfit, disbursements and what not, every one of which materially increases the risk upon the legitimate insurance previously covered. But some one will say that, at least in the latter case, underwriters can protect themselves by declining "policy proof of interest" risks; and, doubtless, if they did so it would be a great advantage to the interests, both of themselves and of the community generally, but the fact is these insurances are not only easily effected, but often greedily sought after, and although illegal are faithfully and honorably enough paid.

But another custom is not so well known, and we suspect but little considered by underwriters, and that because of the practical secrecy thereof. It is well known that a full description of names and addresses of owners and the proportion of the vessel they own must be duly registered, and, as a fact, is so registered and open to inspection on the payment of one shilling; but Lloyd's Register Book is content to give the name of the managing owner only, and this is the only reference which the exigencies of business of an underwriter permits him to avail himself of. Now, numbers of vessels are being sailed in which the managing owners have the most trifling interest beyond their commissions, and the rest of the owners holding one, or two, sixty-fourth's are composed of the builder, the provision merchant, the butcher, the

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baker, the sailmaker, the engineer, *et hoc genus omne.* In this joint-stock shipowning, sometimes as many as thirty people have a share in the vessel, and twenty is quite a common number.

Now, this might work very well, were it not that each man has less an interest in the profits of the vessel than in the profit he makes in the commodity he supplies her with, and, therefore, as soon as freights are low and business dull a loss must be faced. Like the accommodation bill principle, as each becomes due, a larger one must be drawn. The result is that in most cases it is only to the underwriter that any prospect of profit can be looked for. The loss comes, the vessel is well—nay, over—insured, the money is paid immediately, and a fresh venture of a similar character undertaken, with all the little pickings which the collection of the loss and the purchase of the new vessel involves. It is difficult to name a remedy, but we think Lloyd's Register Book might place in figures after the managing owner's name the number of co-owners, and thus the underwriter could see whether the vessel was navigated under the plan we have endeavored to describe. But to this we shall return in another article.

Mill Explosions and Fires—Their Cause and Prevention.

BY GUSTAV BEHRNS, C. E.

From the American Miller.

The great explosion occurring in the Washburn mill "A," at Minneapolis, and the destructive consequences to the neighboring establishments, has again attracted universal interest to the cause of the phenomena of flour mill explosions. This is not to be wondered at, if we call to mind the similar catastrophe that took place at Glasgow in 1872, and the many smaller explosions and mill fires that occurred in the past few years. What is the cause of these frequent disasters, and through what agency are they effected? Why is it that the larger—yes, the largest—establishments are oftenest destroyed by explosions and fires, involving the loss of hundreds of thousands of capital, leaving workmen without means of gaining subsistence, and periling their lives in the pursuit of their calling? It is pertinent to ask such a question, and it is to the interest of all that an inquiry be made into the cause of these disasters and the means of their prevention.

It is well known to experts that sparks are produced by the friction of millstones upon each other, and that small glowing particles are struck from the millstones as they revolve. Moreover, sparks are produced by the introduction between the stones of small pieces of iron, small nails, etc., which go into the eye of the burr with the wheat. These sparks are more or less dangerous, according to their origin. Just as sparks of the first mentioned kind are produced in large numbers by the burrs running empty, so can sparks of the latter and more dangerous character be struck, although it is not possible for them to be produced so frequently as those caused by friction. Still, they occur in burrs that are in operation, and the small particles of iron can get between the burrs only by entering with the grain. This fact disproves the widespread but erroneous opinion that only empty running millstones are dangerous.

Anyone who is interested can easily satisfy himself of the fact that sparks are produced by raising the curb when the burrs are running. Of course it is best to do this when it is dark, and one will then see thousands of these little sparks flashing and disappearing. Especially will this be the case if the burr is dressed for hulling. It will readily be perceived that hundreds of thousands of these sparks must finish their short course before, in a single instance, the conditions are present to enable them to work any destruction. Nevertheless, the fact still remains that frequent disasters have been caused through these sparks, and may be traced to their agency through one channel or another. For the past few years the writer has been gathering statistical information in order to determine not only the relative danger arising from these sparks, but also how often in a year in a given number of run of burrs these sparks will, on an average, develop their power for mischief into actual cases of destruction. The data thus gained afford a ready means of deciding upon the hazard there is to each run of burrs.

Through a series of observations, made wide and near, extending over four years of time, and embracing over a thousand run of burrs, the writer found that in one year, for every 122 run of burrs at work, one run of burrs, on an average, will afford a practical illustration of the ability of these sparks to accomplish destruction. Thus, nearly one per cent. (exactly .82 of one per cent.) of all burrs at work permit the possibility, or rather the probability, of a dreaded disaster or fire. This proportion is certainly large enough to show how great is the danger arising from these sparks, as well as how important it is that mills should take proper precautionary measures. It also follows as a direct result of the figures presented above, that if no such precautionary measures are taken, large mills are more exposed to danger than small mills with four, six, eight or ten run of burrs; and a mill with 122 run of burrs runs the risk named above from at least one run of burrs every year. If no visible results follow from being exposed to these risks, the fact can be attributed to pure good fortune; while on the other hand, a fire of greater or less proportions must follow. The fewer runs of burrs a mill has, the less is the pfobability of a disaster, according to the figures presented above; but a danger threatens all mills, and not even the smallest are excepted.

Law Reports.

LIABILITY OF STOCKHOLDERS—TIBBALS V. LIBBY.

Supreme court of Illinois.—Hon. John Scholfield, chief justice; Hon. Sidney Breese, Hon. T. Lyle Dickey, Hon. Benjamin R. Sheldon, Hon. Pickney H. Walker, Hon. John M. Scott, Hon. Alfred M. Craig, associate justices.

1. *Under General Insurance Law of Illinois.*—Stockholders in a corporation organized under the general insurance law of Illinois, approved March 11, 1869, are liable to creditors of the company in a sum equal to the amount of stock held by them severally until the capital stock is all paid in, and a certificate of that fact made and recorded, as required by that act, and such a stockholder is not relieved from his double liability by the payment to the corporation of the stock subscribed by him.

2. *Effect of Increasing Capital Stock.*—Where an insurance company was operating under a special charter, the increase of its capital stock, in pursuance of the provisions of the general law, was in effect an incorporation under the general law, and all stockholders of the company assenting to such increase are subject to the additional liabilities imposed by the general law.*

3. The case of Butler *v.* Walker, 80 Ill. 345, referred to and applied to this case.

Appeal from Cook county.

Breese, J., delivered the opinion of the court. This was an action of trespass on the case upon promises, brought to the supreme court of Cook county by Charles M. Tibbals and William H. Whitehead, as surviving partners of David Strick, deceased, plaintiffs, and against Washington Libby, defendant. The declaration is in three counts, charging in the first count that the Great Western insurance company, of Chicago, was in January 17, 1873, a corporation organized and doing business under the general insurance law, entitled "An act to incorporate and govern fire, marine, and inland navigation insurance companies doing business in the state of Illinois," approved March 11, 1869; that this company was indebted to the plaintiffs in the sum of $5,000; that on that day the company accounted with the plaintiffs and found to be in arrear and indebted to plaintiffs in that sum, and that defendant was then and still is a trustee and corporator of that company, and therefore liable to plaintiffs to the amount by him subscribed to and for the capital stock of the company. And they aver that defendant subscribed to that capital stock the sum of $10,000; and they further aver that the whole amount of the capital stock of that company had not been paid in, and a certificate thereof recorded as required by the act, and being so liable he promised to pay, etc. The second count alleges a reorganization of the company on August 23, 1870, under the general insurance law, and its capital increased and did business as such reorganized corporation, and on January 17, 1872, the company was indebted to

* NOTE.—The provisions of the general incorporation law of 1857 of Illinois being nearly the same as those of the insurance law of 1869, this decision has a wide application in that state.

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plaintiff in the sum of $5,000; alleges that defendant is one of the trustees and corporators of the company; that he was a subscriber for the stock to the amount of $10,000; that no certificate was filed, etc. The third count alleges that this company, on July 28, 1871, made its certain policy of insurance to the plaintiffs by which, for the consideration of $50, it insured plaintiffs to the amount of $5,000 against loss, etc., to the stock, etc., the property of the plaintiffs situated in a building on Lake street and No. 9 Market street, in Chicago, for six months. The considerations of the policy are set out, the total destruction of the property by the fire of October 9, 1871, to their loss of $12,000, proofs of loss and their acceptance by the company and an accounting with the company on January 17, 1872, and the company found indebted to the plaintiffs in the sum of $5,000. It is then averred that at this time the defendant was a trustee, a corporator, a stockholder and a director in the company, he having subscribed for $10,000 of the stock of the same, wherefore he became liable, etc.

The general issue was pleaded and submitted to the court for trial. The court found against the plaintiffs and rendered judgment against them for the costs, to reverse which they appeal.

We have stated fully the plaintiff's case as he made it to appear by his declaration, and we cannot perceive any material difference between it and the case of Butler *v.* Walker, 80 Ill. 345. It was there held that the stockholders of the insurance company, subject to the general law of 1869, are liable for the debts of their company to the full amount of their respective shares of stock when the full amount subscribed has not been paid in, and he is not relieved of his liability by payment of the stock subscribed by him. Until the full capital stock is paid in and a certificate of the fact made and recorded, he is liable to be sued for the debts of the company to the amount of his stock.

Although this company had a special charter, yet the increasing of its capital stock to $5,000,000 under the general law was in effect an incorporation under the general law, and subscribers to this stock incurred the liabilities imposed by that law.

We think the proof shows that Libby was a director of this corporation, and as one of the stockholders gave his written assent, and expressed in writing his desire that the capital stock should be increased to $5,000,000; and as a director of the company, under his deposition that he with others composed a majority of the directors of the company, and that the company has a capital stock of $5,000,000, divided into fifty thousand shares of $100 each; that $1,012,000 were actually subscribed, and $186,385.93 paid in, in cash, by the several stockholders, towards the payment of the shares respectively subscribed, and for no other purpose. In addition to this it appears the name of defendant is found in the report required by law to be made by the president and secretary of the company to the auditor of public accounts, filed in his office August 23, 1870, as a subscriber for fifty shares of the stock, of the value of $5,000, at which time defendant was a director of the company. The record is replete with evidence that defendant was a stockholder to the amount of $5,000. The defendant denies he was ever a subscriber to the stock or a director of the corporation. We think this denial comes rather too late, when his name appears in both capacities in all the reports of the company which the law required it to make to the public. It is barely possible that these things could be, and he not a director and stockholder. In the report of the auditor of August 23, 1870, the same is signed by defendant as one of the directors of the company, and the notary public certifies that each of the "subscribers thereto," of whom defendant was one, swore to and subscribed the same.

The claim of plaintiffs against the insurance company was fully established, and they were in the strictest sense creditors of the company, and the liability of defendant as a stockholder is fixed.

We take no note of the bankruptcy proceedings, as they can not affect plaintiffs' rights. Their right to recover against a stockholder is not taken away by the bankruptcy of the corporation of which he was a stockholder; that fact fixes the liability of the stockholders. This opinion has been delayed by reason of an intimation or suggestion from distinguished members of the bar that the case of Butler *v.* Walker, *supra*, was not satisfactory to the profession, and that other cases of like nature would be presented, in order that it might be reviewed and reversed. No case of that kind having occurred, we are disposed to adhere to that opinion, and make this in conformity therewith. The judgment of the superior court is reversed, and the cause remanded for a new trial in conformity to this opinion.—*The Central Law Journal.*

Fractional Currency.

—In a circular letter announcing that the Travelers' insurance company has assumed the entire business of the Railway Passengers' assurance company, we find the following:

It will be remembered by the older agents of this company that early in its history, when many accident companies in various sections of the country were competing particularly for the railway ticket insurance, and when it was found that no one company could control enough of this class of business to make it profitable, it was agreed in convention of all the then existing accident companies to consolidate the entire short term business. This was effected under a charter granted to the Railway Passengers' assurance company by the state of Connecticut, and the stock was held entirely by the different accident companies, in proportion to their capital.

All the associates of the Travelers' insurance company under that charter have left the field as accident companies, and a majority of the stock has become the property of this company. As one by one the contributing companies retired from the business, the Travelers' alone remained to be affected by the loss or gain of the short time insurance. The object for which the organization was effected having been accomplished, and the necessity for its continuance as a separate organization no longer existing, it has been determined, by consent of all parties, to retire it from the field, inasmuch as the short time business—relinquished for the reasons above named—can be done with greater economy and equal efficiency by the original company.

Economy and convenience called for the retirement of the Railway Passengers' assurance company and for the transfer of its business to the parent company. The capital of the retired company was not only not impaired, but a handsome surplus belonging to each share of stock remains to be distributed. The enterprising and successful Travelers' agents have now the means of furnishing every desirable kind of personal insurance.

—The loss by the fire at the Fountain house, Waukesha, on the 31st ult., is estimated at from $90,000 to $100,000. The insurance involved is $75,000, of which $55,000 is on the house, and $20,000 on the contents, placed as follows:

ON BUILDING.	
Home, N. Y.	$7,000
Insurance Company of North America	6,000
Ætna, Hartford	6,000
Underwriters', N. Y.	5,000
London Assurance	4,000
Commercial Union	4,000
American Central	3,500
Niagara, N. Y.	3,000
Hartford	3,000
Irving, N. Y	2,500
Equitable, Nashville	2,500
Pennsylvania, Philadelphia	2,500
German-American	2,000
North British and Mercantile	2,500
Detroit	1,500
Total	$55,000

ON FURNITURE.	
St. Paul, St. Paul	$5,000
Scottish Commercial	5,000
Franklin, Philadelphia	2,500
Orient, Hartford	2,500
Pennsylvania	2,500
German-American	2,500
	$20,000

The loss to insurance companies on building is estimated at 80 per cent., and on furniture about 25 per cent.

—An exchange, edited it would seem by a very sensible and promising young lady, delightfully discourses as follows:

A young man who marries without much property except his capacity to earn money ought to have his life insured. He would not marry, probably, if he had not that capacity; yet after getting a family on his hands that capacity may cease with death. Now, while *you* think you ought to make some such provision for your wife, in return for her unreserved love and confidence, and while she is so confiding that she does not wish it, or at least does not ask it, you ought to do it. If you do not the time may come when *she* will wish you had, and you will have no power to aid her. Do the generous thing while you can. It will remain a generous action done, even if she should never need it.

No young man can resist this appeal, unless he is already under the influence of the moral—Insure in the Travelers'.

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—At midnight on Monday last the Phenix fire insurance company, of Brooklyn, completed the twenty-fifth year of its existence. It is worthy of note that this company is to-day under the same management that a quarter of a century ago organized and launched it on the sea of underwriting. How the stanch and stately ship has weathered every storm is matter of record. With a capital increased from $200,000 to $1,000,000, and with other indications of prosperity, which we shall notice hereafter, the captain, officers and crew of the Phenix deserve the warmest congratulations.

—The following statement shows the number of deaths from yellow fever, so far as reported up to midnight of Sunday last:

New Orleans	1,643
Memphis	1,189
Vicksburg	328
Grenada	189
Port Gibson	79
Greenville, Miss	35
Holly Springs	25
Baton Rouge	15
Canton, Miss	31
Hickman, Ky	24
St. Louis (refugees)	3
Louisville (refugees)	7
Cincinnati (refugees)	2
Plaquemine, La	27
Total	3,597

—An incendiary fire destroyed the DeWitt mill, at Beatrice, Neb., on the 1st inst. A correspondent places the loss at $20,000, and the insurance as follows:

Home, New York	$5,000
North America	2,000
Springfield	2,000
St. Joseph, Mo	2,500
Northwestern National	1,000
Total	$12,500

—E. O. Goodwin, formerly general agent of the Charter Oak life insurance company, has been appointed manager for the metropolitan district, with office at No. 243 Broadway, in this city, of the Massachusetts Mutual life insurance company.

—The total loss by fires in Boston during August was $3,660—on buildings, $2,031; on contents, $1,629. Insurance involved: on buildings, $82,300; on contents, $17,000; total, $99,300.

—At a recent sale at auction in this city of investment securities shares in the following fire insurance companies were disposed of: Broadway, @ 200½; Lenox, @ 85; Atlantic, @ 100½.

—The period of the year is approaching when underwriters will learn that summer hotels are no longer needed for guests.

—In Chicago during the month of August there were 51 fires, which are accounted for as follows:

Sparks from chimney, 8; children playing with matches, 5; unknown, 4; supposed incendiary, 4; communicated, 4; lighted match, 4; chimney fires, 3; defective flues, 3; ignition of mosquito-bar from light, 1; ignition of curtains from light, 2; bonfires, 2; explosion of oil stoves, 2; and 1 each from spontaneous combustion, burning rags, burning sulphur, lighted cigar, smoking stove, soap kettle boiling over, lightning, false alarm, explosion of mill dust, and hot journal. The buildings are classified into 35 frame, 15 brick, also 1 tug boat, 1 schooner, 1 store and frame building, 2 hay piles, 1 sidewalk, 1 tar kettle, 1 false alarm, and 4 communicated; of these 15 were dwellings, 7 stores and dwellings, 6 barns, 3 saloons and boarding-houses, 2 planing mills, 2 paint manufactories, 2 bonfires, 2 carriage manufactories, and 1 each ice house, general manufactory, tug boat, hotel, elevator and mill machinery, furniture manufactory, laundry, false, soap kettle, machine shop, shed, sidewalk, tar kettle, school house, schooner, grist mill, malt house, and commission house. Loss, $15,247; loss to insurance companies, $13,534; total amount of insurance involved, $63,590.

During the month in 5 cases the fire spread beyond the building in which it originated, doing slight damage, however. In one case only fire spread beyond the limits of a brick building.

—Late on Thursday evening the Chicago Board of Lake Underwriters convened at No. 110 La Salle street. Reports were read showing that all interests in the proposed pool of the grain insurance business had been harmonized, except the claim of the manager of the Orient, of New York, who still insisted upon having more shares allotted to his company than had been given him. There was a full discussion, and nearly every member of the board expressed himself as unalterably opposed to giving that company any more interest in the arrangement than its size and standing entitled it to. The Ætna, of Hartford, and the Phenix, of New York—either of which had, it was claimed, larger resources and greater facilities than the Orient—were perfectly satisfied with the arrangement. Invitations had been sent to the Orient agents in the city to attend the meeting and explain their position. Before taking definite action the board sent a second request for Messrs. Atkins & Beckwith, agents of the Orient, to attend; but they declined to put in an appearance, and sent no definite word as to what they had to propose. The board, pending the Orient's acceptance of the shares allotted to it, and the refusal of that company's agents to coöperate with the balance of the agencies in maintaining the rules and regulations of the pool, suspended the tariff until further notice. Several cargoes were taken after the meeting adjourned at 30c. to Buffalo, and the probabilities are that the rates will go still lower to-day. The feeling among the majority of the board agents seems to be manifestly in favor of war now, until low rates and large losses will once more bring those who have shown an unreasonable and grasping spirit to their senses. The end is not yet.—Chicago *Times*, Sept. 7th.

Later.—On the evening of the 7th it was announced that all differences had been compromised, and harmony once more restored.

—"A tallow candle left in the top of the elevator by a plasterer at work during the day" is the cause assigned for the fire which destroyed, on the night of the 4th inst., at Omaha, Neb., the Grand Central hotel, and by which four firemen and the hotel engineer lost their lives. Through this gross carelessness a loss was incurred of $200,000, of which one-half is covered by insurances as follows:

Companies.	Amount.
Firemen's Fund	$3,500
Insurance Company of North America	3,000
Home, New York	4,000
Underwriters'	5,500
Liverpool and London and Globe	5,000
North British	7,500
Queen	7,500
Connecticut	2,500
Hartford	5,000
Manhattan	2,500
Lancashire	2,000
Traders', Chicago	2,000
La Caisse Générale	3,000
Niagara	2,500
Hamburg-Bremen	2,500
American Central	2,500
Manufacturers', Boston	2,500
London Assurance	3,000
Fire Association of Philadelphia	2,500
Springfield, Massachusetts	2,500
Pennsylvania, Philadelphia	2,500
Imperial, London	2,500
Phenix, Brooklyn	5,000
Royal, Liverpool	2,500
American, Philadelphia	2,500
Commercial, London	2,500
Merchants', Newark	2,500
Glens Falls	2,500
British America, Toronto	2,500
St. Joseph, St. Jospeh, Mo	2,500
Merchants', St. Joseph, Mo	2,500
Total	$100,000

—According to the New York *World* the three Tammany senators who voted for the acquittal of Insurance Superintendent John F. Smyth have been provided with appointments. Senator Ecclesine has been selected to examine the affairs of the Home life insurance company. An appointment has been made for Senator Hogan and another for Senator Wagstaff. The *World* aptly says:

Inquisitive people will be inclined to ask whether these appointments were arranged before the vote was taken on the charges in the senate.

—A somewhat unusual case is presented to the adjusters engaged in the settlement of the loss occasioned by the recent fire at Huntington, Mass. A. Wells refused to have his stock removed before the flames reached his store, on the ground that if he did so most of them would be stolen, and the company would not be responsible for the loss. The policy requires that the insured shall use all possible means of saving his property, and Mr. Wells honestly avows, in making out his claim for the $2,000 insurance, that he did not do so, but he still thinks his policy a valid claim.

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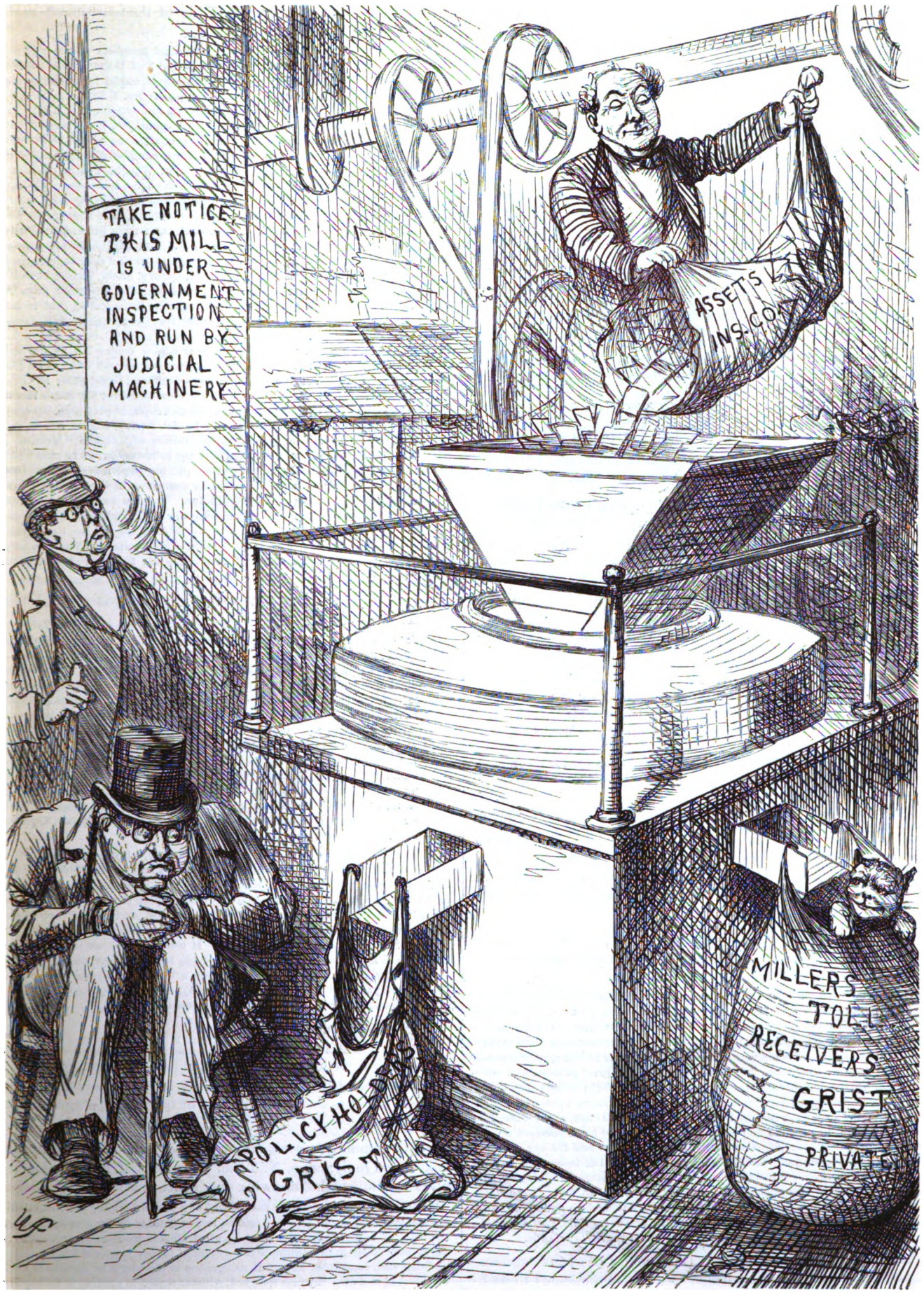

RECEIVER'S MILL IN OPERATION.

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—The hearing before Judge Beardsley, in Hartford, on the demurrer filed by the defendants in the Charter Oak conspiracy case was concluded on Monday last, when the court took the papers and will, it is expected, render a decision in a few days.

—An abstract of the sanitary reports received at the office of the surgeon-general, United States marine hospital, Washington, D. C., during the week ending September 6th, shows the progress of yellow fever in the localities named to have been as follows:

New Orleans.—1,732 cases and 526 deaths, making in all 4,609 cases and 1,395 deaths.

Port Eads, La.—1 death; no new cases.

Morgan City, La.—14 cases and 2 deaths, making in all 22 cases and 6 deaths.

Vicksburg, Miss.—181 deaths; accurate data of total number of cases and total number of deaths not obtained.

Grenada, Miss.—96 new cases and 49 deaths.

Canton, Miss.—During the fortnight ending September 6th, there were 172 cases and 22 deaths, making in all 190 cases and 80 deaths.

Ocean Springs, Miss.—The first case of probable yellow fever occurred on the 27th of August, resulting in death on September 1st; 2 deaths from undoubted yellow fever followed on the 2d. Up to the 6th 100 cases were reported, and 25 deaths had occurred.

Memphis, Tenn.—For the week ended Thursday, September 5, there were 529 deaths from yellow fever. Dr. Thornton reports that the number of cases cannot be obtained. During the week before the number of deaths (241) and the number of cases (721) were as one to three.

Hickman, Ky.—The first case of yellow fever occurred August 16. There were 60 cases and 24 deaths to September 6th.

Louisville.—25 new cases and 7 deaths—all refugees and river boatmen.

—Joseph M. Gleason and A. Davidson, of Louisville, Ky., have formed a copartnership as an insurance agency firm.

—Harmony has been again established among the underwriters of San Francisco. The difficulties between the members of the local board and the underwriters outside of that organization have been settled, peace has been proclaimed, and a new programme promulgated and accepted. The terms upon which the non-board members return to, or enter for the first time, "the true fold" are as follows:

First—That each California company shall be allowed to renew all risks expiring previously to August 15, 1879, at not less than the rates at which said risks have been last written, or at not less than board rates when these are below the rates written.

Second—That each eastern or foreign agency company shall be allowed to renew all risks expiring previously to February 15, 1879, at not less than the rates at which said risks have been last written, or at not less than board rates when these are below the rates written.

Third—That no contracts shall be made for new business or for renewals of insurance under policies expiring after the respective dates above written at less than tariff rates.

Fourth—That all companies shall charge full board rates on all new business taken after joining the board.

Fifth—That all transfers and changes of hazard requiring indorsements on pending policies shall operate to make new business of such risks.

The membership of the board now numbers 74, embracing all the companies doing business in San Francisco, with the exception of the Transatlantic.

—This is the way the secretary of the Glens Falls insurance company defines the "situation" in a circular letter addressed to the company's agents:

Gentlemen, we know that we have and probably will differ in opinions of rates and risks and expediency. We know, too, that our interests are not identical—theory to the contrary notwithstanding. While it is a fact that your office might flourish on business which would bring loss to us, yet beyond this consequence of a defective system of compensation there is much more in common, more that is mutual, than we sometimes think. Anyhow it is our great pleasure and satisfaction to believe that we have an agency corps in which the spirit and enthusiasm of a warm friendship for the "Old and Tried" may be relied upon as a sign of confidence for the present and in the future. And, gentlemen, as we value this so will we strive to continue and strengthen and deserve it. Therefore do not think us purposely over particular or hypercritical. Our zeal for our financial health and good name may sometimes try your patience, but these times require vigilance and decision. When low rates prevail small matters pertaining to their adjustment grow in importance. We may err; we often do, and many of you would be better men in our places. But being here, having such light as our own and others' experience and records give, we must act, every time, as it seems for the company's good, and in case of a doubt we prefer the *safe* side of it.

—The firemen's tournament at Chicago has passed off successfully. While it cannot be denied that it is injudicious to withdraw, even for a short period, firemen and fire extinguishing apparatuses from the cities and towns to which they belong, yet it is quite true that such exhibitions as that held at Chicago are productive of good. At the close of the exercise on Saturday the executive committee having charge of the tournament made the following award of prizes:

To John Meyer and Phelim O'Toole, individual members of the Pompier corps, each a gold medal; Rescue hose company No. 1, of Decatur, $100 and belt with gilt trimmings; Charles Waiebrenner, of Decatur, medal for fourth time in one-half mile race; New Peoria hand engine company No. 4, $350 and the silver trumpet, being the first national prize; New Peoria fire company No. 4, $300 and the state championship broom; Peoria chemical engine No. 1, the second state prize, $50, and the same company the second national prize of $100; New Peoria fire company No. 4, the first prize sweepstakes, hand engines, $300; Henry Schearer, Peoria, "lightning hitch medal"; John Waught, Peoria, medal for single hitch, second state prize, $100; Water Witch engine company, of Quincy, third national prize, $100; Water Witch hand engine company, Quincy, second prize sweepstakes, $100; Undine hose company, Ottawa, third state prize, $75; Excelsior hook and ladder company, Kirkwood, third state prize, $75; Winnebago engine company, Rockford, sweepstakes, $75, and the third state prize to hand engines, $100; Winnebago hose company, prize for slow time in hose races, 1,000 cigars; Protection hand engine company, Quincy, Mich., second prize for hand engines, $150 and silver cup; Joliet engine company, the third prize for steamers, distance 193 feet, $100; the first regiment drum corps, gold medal James Maloney, engine No. 28, Chicago, medal for "four hitch"; J. B. Jamiefiehl, engine company No. 28, medal for "four hitch"; John C. Schneider, engine No. 28, Chicago, medal for "four hitch"; Peter Kipley, engine No. 28, Chicago, medal for "four hitch"; Aurora engine company, the second state prize, $100 and buck horns; Aurora engine company, second national prize, $150; Mr. Hileman, engine No. 15, Chicago, gold medal, a special prize for fat man's race of 300 yards; Dixon hose company, $150 and one nickel-plated play-pipe, being the third national prize to hose companies; and Daniel Healey, engine No. 10, Chicago, the national champion steamer, three volumes of Knight's "Mechanical Dictionary." The committee also voted that the following prizes be paid which had not been passed on: $350 to first steamer playing September 7, $200 to second, and $100 to third; to the hook-and-ladder companies of the same day's contest $200 will go to company No. 2, of Chicago. The first national prize, $300, was awarded to Chicago chemical engine company No. 2; and the first state prize of $100 to the same company; the first state prize to engine No. 10, Chicago, $150, and the first national prize of $350 to the same company. The two latter prizes are awarded for distances, and beside this was an award of $100 to the Pompier corps, Chicago.

—The St. Paul *Pioneer-Press* thus "backs water" and tries another "tack":

Various local squibs having appeared from time to time in relation to the action of insurance companies and agents in forming, or rather reviving, the board of underwriters and fixing an adequate tariff of rates for insurance, it is no more than fair that the other side of the question should be heard. The business of insurance is not a game of chance, but is conducted by properly managed companies on strictly business principles. An accurate account is kept with each class of risk, the same as a properly conducted mercantile business house keeps an account with each different customer. These statistics give the exact cost to the company of carrying different hazards. Now, if an experience and accounts of this kind of over one hundred years' standing is not enough to convince the insuring public that these old and substantial companies forming this board know better what their different risks are worth than they do, we can simply let them try their hand, and take the consequences, the same as our neighbor, Governor Washburn.

The insurance business, like everything else, is subject to revolutions. When competition runs high the result is ridiculous and ruinous rates, which can only end in a fatal way to those engaged in it. This has been the experience of the past two years, which has so affected insurance capital that all sound and conservative companies have decided that their interest, and that of their policyholders, must be protected, and the only way to so protect is to get an adequate rate for their policies or not to issue them. If insurers want low rates they must take such as it pays for. Companies cannot pay losses without they get pay for them. The whole summed up is, whether you will pay an adequate rate to a substantial company and get undoubted indemnity, or an inadequate rate to an unreliable company and get nothing when your loss comes.

—The Philadelphia *Item* says:

"Lack of Confidence," copied from the *American Exchange and Review*, in last week's *Item*, was by mistake not accredited to that excellent journal.

Undue confidence in the accuracy of the *Item's* statements recently led us to make the mistake of quoting a paragraph from that journal.

—The committee on resolutions of the Farmers' Alliance, at its convention in Syracuse, N. Y., on Thursday last, presented among other resolutions the following one, which was adopted:

That we ask as our just right the passage of a law authorizing the formation of companies to insure our property against loss or damage by fire and lightning, on the basis of mutual obligation on the part of all concerned to contribute to the payment of losses in proportion to the amount of property entered for protection, and that such companies have full recognition in the courts as corporate bodies empowered to do the business specified, without regard to existing laws requiring the establishment of cash capital as the basis of operations.

By all means let them have their "just right." We wish them joy of their deserts.

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INCORPORATED MARCH 24, 1853.

COLUMBIA

FIRE INSURANCE COMPANY,

59 Liberty Street, - - New York.

CASH CAPITAL, $300,000.

Losses paid from organization to 1st Jan., 1877	$1,761,982.00
Dividends paid	440,000.00

Statement, August 1st, 1878.

ASSETS.

U. S. Government Bonds	$244,245.00
N.Y. City and Brooklyn Bonds and Stocks	29,400.00
Cash in Banks and Office	6,061.90
Loans on call, secured by Government and Bank Stock	36,000.00
Bonds and Mortgages—property double value	20,000.00
Interest accrued and Premiums in course of collection	11,268.66
	$346,975.56

LIABILITIES.

Unadjusted Losses	$6,146.68	
Reinsurance Reserve	36,000.00	$42,146.68
Net Surplus		**$4,828.88**

GEORGE W. SAVAGE.....President.
JOHN B. ARTHUR.....Secretary.

To Life Agents.

THE CONNECTICUT GENERAL LIFE INSURANCE COMPANY OF HARTFORD, CONNECTICUT, desires to engage the services of competent, reliable men as District General Agents, in localities where not now represented. Liberal arrangements will be made with parties who have had successful experience in the business, and can furnish satisfactory references as to ability and integrity. None others need apply.

Address,

CONNECTICUT GENERAL LIFE INS. CO.,

Hartford, Conn.

NEW YORK

UNDERWRITERS AGENCY,

175 BROADWAY, N. Y.

A. STODDART.....*General Agent.*

PLATE GLASS INSURANCE.

"LLOYDS,"

NOS. 130 & 132 BROADWAY, NEW YORK.

I. W. GREGORY and G. BEEMER, Managers.

Combined Assets, over - $750,000.

☞ Insurance on Plate Glass against accidental Breakage.

☞ Unquestionable security, prompt payment of losses low rates. Correspondence solicited.

THE

MANHATTAN

LIFE

INSURANCE COMPANY,

OF

NEW YORK,

Nos. 156 and 158 Broadway.

NO EXPERIMENT,

BUT AN

ESTABLISHED INSTITUTION

ORGANIZED A. D. 1850.

HENRY STOKES.....President.
C. Y. WEMPLE.....Vice-President.
J. L. HALSEY.....Secretary.
H. Y. WEMPLE, H. B. STOKES.....Ass't-Secretaries.
S. N. STEBBINS.....Actuary.

REPORT OF THE OFFICIAL EXAMINATION OF THE

METROPOLITAN LIFE INSURANCE CO.

BY THE INSURANCE DEPARTMENT OF THE STATE OF NEW YORK.

"No effort spared to protect the interests of Policyholders." "Careful and painstaking management." "In no instance has a flaw in the title, or a deficiency in value, been found." "Too much cannot be said in praise of the Company's investments." "Every step taken has been to render the security of the Insured beyond question."

INSURANCE DEPARTMENT, ALBANY, N. Y., February 18th, 1878.

The Superintendent having caused an examination of th METROPOLITAN LIFE INSURANCE COMPANY, of New York City, to be made, and which is now completed, submits the following as the result of the same:

To the present management of the Company the Policyholders are indebted for the solvent condition of their corporation. No effort has been spared by the President and Vice-President to protect the interest of the Policyholders, and every step taken by these officials has been to render the security of the insured beyond question.

The titles to each piece of property owned by and mortgaged to the Company have been examined by the authorities commissioned by the Department to perform this service, and reported upon to the Superintendent, while appraisers have carefully examined as to the value of these properties, and in no instance has a flaw in the title, or a deficiency in value, been found.

Too much cannot be said in praise of the Company's investments, exhibiting as they do careful and painstaking management, such as to render the future prosperity of the Company entirely secure.

All items of uncollected Premiums and Premium Notes and liens have been examined in detail, and seriatim lists of same are filed in the Department.

The following is a statement of the Company's condition on December 31st, 1877:

ASSETS.

Real Estate and Bonds and Mortgages	$1,000,200.00
Stocks, Bonds and secured Loans	518,143.82
Cash, liens on Policies, Interest, Rent and deferred Premiums	569,238.65
Total Admitted Assets	**$2,087,582.47**
Items not admitted—Agents Balances, Com. Comms, Furniture and Fixtures	$58,421.70.

LIABILITIES.

Premium reserve, unpaid losses and all other claims	$1,795,822.26
Surplus on basis of Admitted Assets	**$291,760.21**
Capital Stock	$200,000
Surplus on basis of Total Assets	**$345,181.91**

JOHN F. SMYTH, *Superintendent.*

First-class AGENTS wanted at all prominent points, to represent this progressive Company. The most popular plans before the public.

JOSEPH F. KNAPP, President.

JOHN R. HEGEMAN.....VICE-PRESIDENT. | STEWART L. WOODFORD.....COUNSEL.

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Lancashire Insurance Co.,

OF MANCHESTER, ENGLAND.

ESTABLISHED - - 1852.

Management Staff in the United States:

MANAGER FOR UNITED STATES.....HENRY ROBERTSON, 187 Broadway, N. Y.
AGENT FOR NEW YORK CITY AND BROOKLYN.....CHARLES M. PECK, 69 Liberty St.

GENERAL AGENTS:

W. G. FERGUSON.....CHICAGO. | J. B. KELSEY:.....PHILADELPHIA.
H. K. LINDSEY.....CINCINNATI. | M. A. STEARNS.....ROCHESTER.
A. N. CURRIER.....WORCESTER. | HUTSON LEE.....CHARLESTON, S. C.
S. O. COTTON.....HOUSTON, TEXAS.

From whom all information as to the Company may be obtained.

GEORGE STEWART, General Manager of the Company, MANCHESTER, ENGLAND.

PHENIX INSURANCE CO.,

OF BROOKLYN.

Office, Western Union Telegraph Building, Broadway, Corner Dey Street, NEW YORK.

January 1, 1878.

Capital, paid in Cash	$1,000,000.00
Reserve for all Liabilities, including Reinsurance	969,389.79
Net Surplus	789,611.75
Total Assets	**$2,759,001.54**

STEPHEN CROWELL, *President.*
PHILANDER SHAW, *Vice-President.* WM. R. CROWELL, *Secretary.*

ROYAL CANADIAN

Insurance Company, Montreal, Canada.

ANDREW ROBERTSON, PRESIDENT. Hon. J. R. THIBAUDEAU, VICE-PRESIDENT.
ARTHUR GAGNON, SECRETARY.
C. F. SISE, Boston.....Resident Manager for United States.

WM. HUGHES, Manager, 181 Broadway, New York.
JOHN NAGHTEN, General Agent, Chicago, Illinois.
J. A. RIGBY, General Agent, Baltimore, Md.
DOUGLAS WEST, Manager, New Orleans, La.
W. J. CALLINGHAM & CO., General Agents, San Francisco, Cal.

ALLIANCE

INSURANCE COMPANY, OF BOSTON.

Organized July 1st, 1875.

Cash Capital,.....$200,000.

GEORGE H. LONG, *President.* CHAS. R. HOWARD, *Secretary.*

Agencies in all the principal Cities.

Policies issued against FIRE losses ONLY.

1829 **Charter Perpetual.** 1878

FRANKLIN

Fire Insurance Company

OF PHILADELPHIA.

CAPITAL	*$400,000.00*
Insurance Reserve	*2,025,708.20*
Unpaid Losses and Dividends.	*86,298.19*
Net Surplus	*851,439.35*
Total Realized Assets, (Jan. 1st, 1878,)	*$3,363,445.74*

Statement of the Realized Assets of the Company on Jan. 1st, 1878.

Mortgages.

On property valued at over $5,500,000, being First Mortgages on unincumbered and Improved Real Estate in the City of Philadelphia	$2,463,354.41

Real Estate.

Office of Company and dwellings	171,250.00

Loans.

Loans on Stocks as Collateral Security, (market value, $40,022.00)	34,685.96
REINSURANCE DEPOSIT PREMIUMS	356.25

Stocks.

$250,000	$75,000 U. S. Bonds, 1881.	
	135,000 U. S. 5-20 Bonds	
	40,000 U. S. 10-40 Bonds	
15,000 Mississippi State Warrants		
5,000 New Jersey Exempt 6's		
50,000 Philadelphia City 6's		
10,000 City of Columbus 8's		
5,000 City of Columbus 7's		
1,000 Camden (N. J.) City 6's		
15,000 Penn'a R. R. 1st mortgage		
3,000 Reading R. R. 7's of 1893		
5,000 Reading R. R. 6's		
25,000 Harrisburg & Lancaster R. R. 1st mortgage		
10,000 West Jersey R. R. 7's		
10,000 Hestonville, Mantua & Fairmount R. R. 6's		
10,000 American Steamship Bonds		
100 Shares Commercial National Bank		
16 " Continental Hotel Co. Pref.		
COST	$443,998.08	
MARKET VALUE		$437,105.00

Cash.

Cash in banks	$208,015.73	
Cash in office of the Company	7,235.08	
Net Premiums in course of transmission	46,443.31	256,694.12
Total		**$3,363,445.74**

OFFICERS.

ALFRED G. BAKER.....President.
GEORGE FALES.....Vice-President.
JAS. W. McALLISTER.....2d Vice-President.
THEO. M. REGER.....Secretary.
SAMUEL W. KAY.....Assist. Secretary.
A. C. BLODGET.....General Agent.

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NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY,

OF MILWAUKEE, WIS.

ASSETS, January 1st, 1878, $18,173,256.90.

SURPLUS. (OVER 4 PER CENT. RESERVE,) - - - - - - - $2,789,236.52.

For Each of the past four years (1874, 1875, 1876 and 1877) its interest receipts have exceeded its entire death losses and working expenses. This showing is unparalleled in the history of Life Insurance.

H. L. PALMER, President. MATTHEW KEENAN, Vice-Pres't. EMORY McCLINTOCK, Actuary. WILLARD MERRILL, Secy.

J. S. GAFFNEY, Superintendent of Agencies Eastern Department, 160 FULTON STREET, NEW YORK.

THE

NEW ENGLAND

MUTUAL LIFE INS. CO.,

Corner of Milk and Congress Streets

BOSTON.

Accumulation $14,466,920.53

Annual returns of Surplus made upon the anniversary of Premiums falling due.

BENJ. F. STEVENS.....President.
JOS. M. GIBBENS.....Secretary.
W. C. WRIGHT.....Actuary
DWIGHT FOSTER.....Counsel.

IMPORTANT

To Life Insurance Agents.

Active and successful men who have, can, and will, take applications, and want good territory in the states of New York, Pennsylvania, Ohio, Indiana, Illinois, Iowa or Missouri, are invited to correspond with

The Union Central Life Ins. Co.

The UNION CENTRAL makes a specialty of the Life Rate Endowment Plan, and after an experience of about five years, it can recommend its Life Rate Endowment Policy as the best. Agents find it the best plan to work. The UNION CENTRAL is one of the most prosperous life insurance companies in the country of its age.

Assets over $1,250,000.

Address, N. W. HARRIS, Secretary.
S. E. Cor. Fourth St. and Central Avenue,
CINCINNATI, OHIO.

PHŒNIX

Insurance Company, Hartford, Conn.

Cash Capital, all paid in $1,000,000.00
Cash Assets, January 1, 1878..... 2,486,194.66
Net Surplus *over all liabilities* 573,604.58
Total losses paid to date..... 12,441,173.24

HENRY KELLOGG.....President.
A. W. JILLSON.....Vice-President.
D. W. C. SKILTON.....Secretary.
G. H. BURDICK.....Assistant-Secretary.

Agents in New York.

BIGELOW, COIT & PECK, 150 Broadway.

KNICKERBOCKER LIFE INS. CO.

No. 239 Broadway, New York.

JOHN. A. NICHOLS, - - - - PRESIDENT.

Accumulated Assets January 1st, 1878.....$6,375,117.45
Gross Liabilities, including reserve..... 6,083,530.50
Surplus over all liabilities..... 291,586.95

THIS COMPANY IS

PROMPT, PROGRESSIVE AND PROSPEROUS.

SMALL EXPENSES. SECURE INVESTMENTS. AMPLE RESERVE.
LARGE SURPLUS. PREMIUMS ALL CASH. POLICIES LIBERAL.

The "SAVINGS BANK PLAN," introduced by this Company, has proved a great success, from the fact that Policies bear on their face a DEFINITE CASH SURRENDER VALUE, and are as negotiable as a Government Bond.

GEORGE F. SNIFFEN, SECRETARY. CHARLES M. HIBBARD, ACTUARY.
E. W. DERBY, M. D., CONSULTING PHYSICIAN. HENRY W. JOHNSON, COUNSEL.
JOHN F. NICHOLS, CASHIER.

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LA CAISSE GENERALE

Des Assurances Agricoles et des Assurances Contre l'Incendie, of Paris, France.

Incorporated by Imperial Decree in 1858.

PARIS FIRE OFFICE.

UNITED STATES TRUSTEES IN NEW YORK:

LOUIS DE COMEAU, Esq., of De Rham & Co., Merchants.
CHAS. COUDERT, Jr., Esq., of Coudert Bros., Counsellors-at-Law.
CHAS. RENAULD, Esq., of Renauld, Francois & Co., Importers.

Assets in the States, January 1, 1878..... $427,881.28
Liabilities in the United States, including Reinsurance Reserve..... 205,861.31

JULIEN LE CESNE, Resident Secretary.

T. J. TEMPLE, Manager for the Middle States, Western Union Building, New York.

ESTABLISHED 1840. CHARTER PERPETUAL.

Lycoming Fire Ins. Co.

OF MUNCY, PA.

W. P. I. PAINTER.....President.
HENRY ECROYD.....Vice-President.
JAS. M. BOWMAN.....Secretary.
W. H. H. WALTON.....Treasurer.

A. E. MOORE, Manager Eastern Department - 161 Broadway New York.

THE SOUTHERN MUTUAL

LIFE

INSURANCE COMPANY,

OF KENTUCKY.

S. W. CORNER THIRD & JEFFERSON STS.,

LOUISVILLE.

J. B. TEMPLE,..... President.
L. T. THUSTIN,.....Secretary.
S. T. WILSON,.....General Agent.
E. D. FORBE,.....Medical Director.

Under the management of a Board of Directors composed of some of the best business men of Louisville, subject to the rigid insurance laws of the state, requiring the safest investments. The Assets of the Company are nearly

$1,000,000,

of which the Surplus to Policy-holders is nearly **$150,000,** and both Assets and Surplus steadily increasing.

The management of the Company has been eminently conservative, keeping safety always in view, avoiding experiments and new-fangled plans alike dangerous to a Company and disappointing to Policy-holders. The death-rate has been favorable, and the distribution of Surplus has been annual, regular and equitable.

Agents of good character for integrity, business tact and energy wanted.

AMAZON

INSURANCE COMPANY,

CINCINNATI.

Cash Capital and Individual Liability

$600,000.

Financial Statement—January 1, 1878.

ASSETS.

United States Bonds, market value	$130,964.00	
Mortgage Loans	181,284.28	
State and Corporation Bonds and accrued Interest	32,493.21	
Collateral Loans and Bills Receivable	22,184.75	
Accounts Receivable and due from other Insurance Companies	13,698.24	
Cash on hand and in course of transmission	15,330.71	
Agency Balances	16,656.15	
Real Estate	256,660.00	
Office Furniture, Fixtures, etc.	3,000.00	
		$672,291.34

LIABILITIES.

Outstanding Losses and other Liabilities	$63,595.29	
Due for Reinsuring Eastern Business	19,773.00	83,368.29
Security to Policyholders		$588,923.05
Reinsurance Reserve	$95,829.00	

GAZZAM GANO.....President.
D. N. COMINGORE.....Vice-President.
J. H. BEATTIE.....Secretary.

THE

BERKSHIRE

LIFE INSURANCE COMPANY,

Pittsfield, Mass.

Incorporated 1851.

Every policy is NON-FORFEITABLE, not only by its terms, but under the statutes of Massachusetts, which provide that, if the assured should, at any time, fail to pay premiums when due, his premiums already paid are *not forfeited* to the Company, but are used to *continue* his insurance for the FULL AMOUNT OF HIS POLICY, until they are exhausted or fully earned by the Company.

☞ Competent and reliable men wanted for General, District, and Local agents, for all unoccupied territory in the Eastern, Middle and Western States.

Send for plans and rates to home office.

WILLIAM R. PLUNKETT.....President
JAMES M. BARKER.....Vice-President.
JAMES W. HULL.....Secretary and Treasurer.
WILLIAM H. HALL.....Assistant Secretary.

John Hancock

MUTUAL LIFE INS. CO.,

BOSTON, MASS.

GEORGE THORNTON.....President.
SAMUEL ATHERTON.....Vice-President.
GEO. B. WOODWARD.....Secretary.
CHAS. G. WOOD.....Treasurer.

ASSETS.

State, City & Corporate Bonds & Loans.	$271,000.00
National Bank Stocks	35,500.00
Railroad Bonds and Loans	443,000.00
Loans on Mortgages	1,424,395.00
Loans on Collateral	48,050.00
Premium Notes	303,404.27
Bills Receivable	2,248.81
Loans on Personal Security	1,500.00
Agents' Balances	10,235.08
Commuted Commissions	1,855.91
Cash in hand and in Banks	16,882.35
Real Estate, owned by the Co., cost	113,621.44
	$2,671,702.86
Deduct depreciation from cost of Real Estate	4,263.93
	$2,667,438.93
Also:—	
Interest due and accrued	$67,572.04
Rents due	1,960.78
Excess of Market Value of Investments over par	28,680.00
Outstanding Premiums on Policies in force, on which a liability was calculated, Dec. 31, 1877.....$70,824.69	
Less loading 20 per cent..... 14,164.94	56,659.75
Gross Assets, Dec. 31, 1877	$2,822,311.50

LIABILITIES.

Net Value of Outstanding Policies (Massachusetts standard, 4 per cent.)	$2,510,290.49
Losses Due and Unpaid	7,715.00
Losses Outstanding, not yet due	24,255.00
Matured Endowments, due and unpaid.	640.00
Premiums paid in advance	1,465.23
Dividends due and unpaid	11,908.41
Rents due and unpaid	1,000.00
Total Liabilities, Dec. 31, 1877	$2,557,274.13
Surplus as regards Policyholders (Mass. standard, 4 per cent.)	$265,037.37
Policies issued in 1877, 1,282, insuring	2,609,647.00

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STANDARD

FIRE INS. CO., OF NEW JERSEY,

AT TRENTON.

July 1, 1878.

Capital paid up $200,000.00

LIABILITIES.

Capital	$200,000.00
Reinsurance	73,069.36
Unpaid Losses	15,425.95
Net Surplus	14,175.11
	$302,670.42

WM. DOLTON ..... President.
JOS. B. WRIGHT ..... Secretary.

New York Office, No. 155 Broadway,
MONROSE & MULVILLE, AGENTS.

PIEDMONT & ARLINGTON

LIFE INSURANCE COMPANY,

RICHMOND, VA.

Accumulations, - - $2,000,000

D. J. HARTSOOK, ... President.
JOHN E. EDWARDS, ... Vice-President.
J. J. HOPKINS, ... Secretary.
B. C. HARTSOOK, ... Assistant Sec'y and Cashier.
PROF. E. B. SMITH, ... Actuary.
DR. C. H. SMITH ..... Medical Examiner.
W. C. CARRINGTON .. Counsel and Legal Adviser.
H. C. DESHIELDS, ... Sup't Agencies.
L. S. EDWARDS ..... Gen'l Agent Home Office.

THE

WASHINGTON LIFE INS. CO.

OF NEW YORK.

CYRUS CURTISS, ... President.

ASSETS, ... $5,371,028.15
SURPLUS, ... 930,915.95

The *great* and *special feature* of the WASHINGTON is NON-FORFEITABLE DIVIDENDS, that hold policies in force though the premiums be unpaid. This feature is the right of the policy-holder, made so by the charter of the Company.

W. A. BREWER, JR., ... *Vice-President.*
WILLIAM HAXTUN, ... *Secretary.*
CYRUS MUNN, ... *Assistant-Secretary.*
DR. B. W. M'CREADY, ... *Medical Examiner.*
E. S. FRENCH, ... *Superintendent of Agencies.*

Coal and Iron Exchange Building,
COR. NEW CHURCH & COURTLAND STS., N. Y.

NEW HAMPSHIRE

FIRE INS. CO.,

MANCHESTER, N. H.

January 1, 1878.

Cash Capital	$250,000.00
Reserve for Reinsurance	98,866.51
Reserve for Unpaid Losses	20,627.00
Net Surplus	113,478.14
Total Assets	$482,971.65

Ex-Gov. E. A. STRAW ..... President.
Ex-Gov. JAS. A. WESTON ..... Vice-President.
JNO. C. FRENCH ..... Secretary.
GEO. W. EASTMAN ..... Assistant Secretary.
FRANK A. McKEAN ..... Special Agent.

JOHN M. WHITON, AGENT,
165 AND 167 BROADWAY, - - NEW YORK.

VIRGINIA HOME

INSURANCE COMPANY.

JANUARY 1st, 1878.

Capital paid up	$200,000.00
Reinsurance Fund	33,617.40
Net Surplus	40,006.54
Total Assets	$273,623.94

D. J. HARTSOOK ..... President.
B. C. WHERRY, JR. ..... Secretary.
O. F. WEISIGER, JR. ..... Assistant Secretary.

OFFICE IN COMPANY'S BUILDING,

No. 1014 Main St., Richmond, Va.

PROTECTION AND PROFIT.

THE

TONTINE INVESTMENT POLICY

OF THE

New York Life Ins. Co.

[846 & 848 BROADWAY,]

Combines in one form the greatest number of advantages attainable in a Life Insurance Policy. It appeals at once to the intelligence of all who understand the principles and practice of Life Insurance.

ALL POLICIES, WHETHER ON LIFE OR ENDOWMENT TABLES, ARE SUBJECTED TO

NO HIGHER CHARGE IN PREMIUM RATES,

IN TAKING THE "TONTINE INVESTMENT" FORM.

The extra benefits of this class are conditioned only upon the continuance of the policy for a certain specified term, *or Tontine period of ten, fifteen or twenty years.*

Two things most desired in Life Insurance are, the **certainty of protection in early death, and profit in long life.** These are combined in the "Tontine Investment Policy" of the NEW YORK LIFE INS. CO.

LIFE INSURANCE AGENTS AND OTHERS ARE INVITED TO APPLY FOR DETAILED EXPLANATIONS OF THIS PLAN.

WILLIAM H. BEERS, VICE-PRESIDENT.
D. O'DELL, Superintendent of Agencies.

MORRIS FRANKLIN, PRESIDENT.
THEODORE M. BANTA, Cashier.

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THE MUTUAL LIFE INSURANCE CO.

OF

NEW YORK,

140 to 146 Broadway.

F. S. WINSTON, ... President.

ASSETS JANUARY 1st, 1878, OVER

EIGHTY-FIVE MILLIONS OF DOLLARS.

RICHARD A. McCURDY, VICE-PRESIDENT.

ROBT. A. GRANNISS, 2d Vice-Pres't. ISAAC F. LLOYD, Secretary. G. S. WINSTON, M. D., } Medical Exam'rs.
W. H. C. BARTLETT, LL.D., Actuary. O. H. PALMER, Solicitor. W. R. GILLETTE, M. D., }

BROOKLYN LIFE INSURANCE CO.

Nos. 320 & 322 BROADWAY, NEW YORK.

ASSETS,.....$2,096,404.79

OFFICERS.

WM. M. COLE,.....PRESIDENT. | WILLIAM DUTCHER,.....SECRETARY.
WM. H. WALLACE,.....VICE-PRESIDENT. | D. P. FACKLER,.....CONSULTING ACTUARY.
DANIEL AYRES, M. D., LL. D.,.....MEDICAL DIRECTOR.

The only Company in the country which guarantees definite Cash Surrender Values in case a Policy is forfeited for non-payment of Premiums.

1851. 1878.

PHŒNIX MUTUAL

LIFE INSURANCE COMPANY,

OF HARTFORD, CONN.

Assets, January 1, 1878.....$11,046,614.90
Liabilities, " " 10,738,434.98
Surplus..... $1,058,920.92

Income in 1877.....$2,189,606.92 | Paid Death Losses and Endowments.....$753,848.85
Paid Dividends to Policyholders.....$335,981.16

AARON C. GOODMAN, PRESIDENT.
JONATHAN B. BUNCE, VICE-PRESIDENT. JOHN M. HOLCOMBE, SECRETARY.

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The Chronicle.

A Weekly Insurance Journal.

VOL. XXII., No. 12. OFFICE, 145 BROADWAY. NEW YORK, THURSDAY, SEPTEMBER 19, 1878. J. J. W. O'DONOGHUE, Editor.

Entered according to Act of Congress, in the year 1878, by "THE CHRONICLE Publishing Co." in the Office of the Librarian of Congress, at Washington.

Fire Insurance Brokers Again.

THE CHRONICLE of last week dealt with two points pertaining to the question of fire insurance brokerage. It showed, firstly, that the broker was a necessary factor; and, secondly, that his compensation, compared with that of the agent, was exorbitant. We propose this time to refer to some of the evil effects arising from the manner in which the brokerage business is conducted.

In the first place it must be conceded that the rebate or commission allowed brokers is not based upon an uniform percentage. In fact, it ranges between 10 and 30 per cent. Now, this fact alone is sufficient to prove that the brokerage business is not conducted upon proper business principles. For instance, if one company cannot afford to pay more than 10 per cent. it is evident that another company—all things regarding rate of premium and character of risk being equal—cannot afford to pay 30 per cent. brokerage. Besides, it is a well known fact that the companies which take risks at the lowest rates of premium usually allow the highest rates of commission or rebate to brokers.

As the brokers are human, and in many cases not particularly unselfish beings, it would be manifestly unreasonable to condemn them for accepting the largest commission they can obtain. Whether given as rebate, or paid as commission, the compensation of brokers is regulated and governed by the action of the insurance companies, and they are responsible for most of the evils which prevail in the prosecution of the brokerage system.

Of course, brokers will sometimes place risks in irresponsible companies, because of the inducements which they offer in the shape of exorbitant commissions, and regardless of the consequences to the interests of the insured. This practice, however, is usually indulged in by a broker when he has, say $50,000 or $100,000 insurance to place, and which must be distributed among a number of companies. By extracting from the weaker companies and those which are most greedy for business an excessive commission, he is enabled to realize on the aggregate premiums paid an average commission of 15 or 20 per cent. Thus, the insured in some cases buy worthless insurance, while some companies procure business at a ruinous cost.

It should not be supposed that brokers absolutely make 15 or 20 per cent. commission on premiums. In many instances, under agreements previously made with their principals—the insured—they allow them a rebate ranging from 5 up to 20 per cent. In other words, the insured instead of paying a premium of say. $100 actually pays only $85. This is, of course, largely attributable to the fact that there is a lively competition among the brokers as well as among the companies; but does not such practice reflect discreditably upon the entire business? Does it not go to prove that it *is* necessary for the insured to employ an agent to see to it that he is not imposed upon by companies or their agents?

It is the practice, more or less, of all, or nearly all, the companies to allow a certain rebate or commission on premiums to those who deal directly with the principal offices. Be he merchant, clerk or itinerant broker, it matters not—any person who pays a premium to an insurance company almost invariably receives commission thereon. This practice does not obtain to an appreciable extent in any other reputable business. Nor is there good ground to justify its introduction into the business of fire insurance. It works an injustice to legitimate brokers by encouraging irresponsible men to compete with them in a business which they have adopted as a permanent calling. Moreover, it places the companies in positions somewhat similar to the merchant who would sell goods by retail at wholesale prices. The intelligent, reputable broker is an important factor in the problem of successful management of the fire insurance business, and his interests should not be ignored by the companies. By protecting reptuable brokers the companies will be protecting themselves.

But, on the other hand, companies should not accede to the exorbitant demands of any broker. Such demands ought to be firmly resisted both in the home offices and in the field. Agents should be assisted in their struggle for existence between greedy companies and greedy or needy brokers. Commissions should not be paid to brokers for business from places remote from the home offices and where companies have regular agents. As the business is now conducted the majority of companies do not act squarely by their agents. The agent who is loyal to his company, and who tries to be just to himself, too often finds that he is alone in resisting the exorbitant demands of brokers. He finds that his refusal to pay 20, 25 or 30 per cent. commission to brokers is not strengthened by the support of his company. On the contrary, he may find that he has been ignored by both broker and company, and that the business which ought to have passed through his hands or under his inspection has been transacted without his aid. This cause has helped to reduce many agents, and it is to-day helping to reduce many more to the verge of penury.

Companies or their agents, when transacting business through a third party, ought to pay a commission to no other persons than regularly recognized legitimate brokers, and the rate of commission ought to be fixed at about 7½ per cent. This would be adequate compensation, for the reason that the number of brokers would be largely reduced, and for the further reason that the expenses necessary to the transaction of the brokerage business are comparatively insignificant. By the general adoption of this plan it seems to us that every one connected with the fire insurance business—brokers, agents, companies and insured—would be materially benefited, and the business itself would be relieved of an evil which is constantly bringing it into disrepute.

The National Board—To Sleep, or Not to Sleep?

The executive committee of the National Board of Fire Underwriters will hold a meeting in this city on Thursday next. The members of the committee are: Messrs. Hope, Heald, Platt, Murray, Cram, Hendee, D. R. Smith, Hall, Bowker, Pulsford and Skilton. The president of the board, Alfred G. Baker, is an *ex-officio*

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Apart from the question of rates an organization composed of state and local agents can devise means to develop and maintain decent practices in fire underwriting. Such an association could be made almost invaluable; but when the question of rates, which has been well said is the sun around which the insurance world revolves, is relegated to state associations, which are mere satellites to the managerial power, all that such associations can do is to legislate or make suggestions which may or may not be carried out. It may be stated once for all that it remains with the companies themselves to establish an uniform tariff. However, if the companies could be induced to empower the state or local agents to devise a tariff, and see to it that such a tariff would be strictly carried out, then we might safely conclude that something in the shape of a radical reform would be accomplished. It should not be understood that state associations cannot accomplish much good, other than dealing with, or attempting to adjust, the question of rates. As before intimated there are other important services for state and local boards. These services are to a considerable extent lost sight of in view of the continuously debated, discussed and still unsettled question of rates. There are many reforms which could be wrought by state boards. A healthier tone could be given to the business if state or local agents would come together, harmonize their views and act unitedly for their common interests. It is a notorious fact that of the men connected with the business the agents too often receive harsh, if not unjust, treatment. An association composed of competent underwriters—men who have devoted their lives to the study and practice of their pro fession—would, if united, raise a barrier against such treatment. Such associations would form a solid wall against grasping and too often unprincipled managers. This title of local agent which is so glibly pronounced in insurance literature, is worse than a misnomer. For what inducement is there offered to encourage the practice of loyalty on the part of agents? Why are not agents rewarded according to their merit? If an agent is found acting unfaithfully to his company, untrue to himself and to his profession by cutting rates, unduly intriguing for business, and by trying to take the business that does not rightly belong to him, he should be held up to the scorn of every reputable man in the profession. We know that agents are only human; we know that they are often more sinned against than sinning; but if the rules of membership of a state association were such as to impose a penalty upon members for unprofessional conduct, and that there was a positive certainty that such penalty would be imposed, then indeed would state associations prove worthy of the confidence and cordial endorsement of the community, as well as of the entire profession.

National Association of Fire Engineers—Address of George T. Hope.

At the sixth annual convention of the National Association of Fire Engineers, held at Cleveland, Ohio, September 10th, 11th and 12th, 1878, George T. Hope, president of the Continental (fire) insurance company, of New York, delivered an able address, from which we take the following extracts:

The building laws of New York, the regulation of city fire limits, the fire-marshal law for investigating the causes of fires and for securing the detection and punishment of incendiaries, are mainly due to underwriters. The establishment of a fire patrol for the preservation of property at fires, and which in the city of New York has saved millions of dollars, is the work of the insurance companies of that city, begun in 1839. So, also, are the laws which prevent the establishment of insurance companies with fictitious capitals their work; and how much the reckless men who create such concerns have to do with the encouragement and growth of incendiarism, only those who have studied the subject can realize. Having little or nothing to lose, and confidently hoping to gain, they insure recklessly, and allow the consequences to care for themselves. Capital, on the contrary, is conservative, and insurance officers representing it are better chosen, and are consequently more circumspect. The course of New York in these respects has had influence in many of the states, and everywhere in such proper legislation the influence of underwriters is effectively felt. Whatever, then, may be their theoretic interests as underwriters, there can be no question as to the intelligent beneficence of their action as citizens, having knowledge of evils under which the community suffers, and of the remedy for those ills. But whatever conflict may exist between the interest of underwriters, as such, and their duty as citizens, no such conflict exists with you, gentlemen. Conflagrations are recognized by you unhesitatingly as enemies, and it is your interest and duty alike to strangle them at their birth, if that be possible; or, if that may not be, to cause their existence and evil influence to be as brief as determined purpose and energetic action can make them. The reputation of the head of a fire department is based upon his success in accomplishing this work, and he has no divided duty.

None know so well as underwriters how difficult and dangerous are your labors, nor that these difficulties constantly tend to increase. The improvements in modern building are not friendly aids to fire prevention or extinguishment; the character of buildings grows constantly more difficult for the performance of your duties; your task becomes harder with almost all modern "improvements."

The advances made in improving fire apparatus have been rapid and great, but the demands upon such apparatus have much more than equalled these improvements. We need but to compare the heights and depths and lengths and breadths of modern mercantile buildings with those of earlier days to realize the vast change which has taken place in this respect. These are often crowded with inflammable material to an extent formerly unknown, and indeed impossible. They are already so high that human muscles refuse the strain of climbing to their higher stories, hence the increasing use of elevators, which, in their turn, enable the structures to be carried still higher. Already in our greater cities buildings are found which largely exceed one hundred feet in height, and how high they are to be carried, unless by building laws their altitude shall be restricted, no one can tell. The old-fashioned fire ladders are becoming, in many cases, inefficient, and "aërial" ladders, as they are appropriately termed, have been introduced, and upon these firemen have to be projected skyward, until they are able to reach the vast elevation of the higher stories of modern structures. The brave men who perform these duties have far less credit than they deserve. Whether "aërial" ladders are less dangerous to their limbs and lives than will be the balloons which some enterprising inventor will before long feel constrained to originate for employment in reaching the ever-increasing height of buildings, is an unsettled question. In proportion as towns increase in size, such buildings increase in number and in magnitude. The greater the city the more of them are to be found; the greater the amount of property endangered by them, so much the greater the number of them to extend the danger. The strain upon the hose is increased, and it must be made stronger, heavier and more unwieldy, and the labor of the fireman and the dangers he incurs are alike enhanced. The extension of buildings in size crowds the blocks more fully, and at the same time increases the danger of communicating fire from one building to others, and reduces the space in which the firemen may operate. The tendency is not only to have a greater amount of combustible material within four walls, but the hazards are increased by increased manufacturing. Science is discovering or compounding new articles, many of which are of a character to easily take fire and difficult of extinguishment. To make more minute enumeration of these ever-increasing difficulties and hazards would be not only tedious, but essentially useless. Your own experience and observation have made the most of them known to you.

It may seem surprising to the unreflecting, but it is true, that a large proportion of the discoveries and inventions of later days by

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which the comforts and conveniences of households and of business places are promoted, tend to increase the hazards of and from conflagrations. The large buildings devoted exclusively to merchandise, which have taken the place of smaller ones occupied in part as the dwellings of the proprietors, who sold their goods at wholesale below stairs and dwelt with their families above; the openings through floors to admit light to the otherwise darkened centres of the enlarged buildings; the Mansard roofs; the elevators; the multiplication of tenants in buildings devoted to merchandise or manufacturing; the hot-air furnaces; the ready friction match which has supplanted the covered coals upon the olden-time hearthstone; the various products of petroleum, and many other modern improvements and discoveries, have caused the duties of the fireman to become more frequent, more arduous and more dangerous. These facts call upon you, gentlemen, to exercise diligently your best power to devise new methods to meet, so far as is possible, the hazards already in existence and their equally hazardous successors, which are sure to appear in rapid order. The work of saving property from destruction by burning is one well worthy of patriotic citizens. The extent to which the earned wealth of a state is depleted by such destruction is far greater than is commonly apprehended. The harm inflicted upon a community thereby is never realized. The net earnings of a vast army of men for an average lifetime of wearying toil and of patient or impatient self-denial is each year swept away and lost as absolutely as if the amount it represents in solid coin was scattered upon the waves of the Atlantic. There are no statistics showing what number of fires take place in this country in a year, nor is there any thing which can accurately give us the value of the property destroyed. By the courtesy of the representatives of some of the more prominent companies transacting the business of insurance in the state of New York, I am enabled to place before you some figures, which will aid us better to understand the extent of this national loss. By these figures I find that in 1877 seven companies sustained 10,357 losses. By an analysis of the business of one of that number, which sustained 1,690 of those losses, it appears that other companies were interested with it in but 313 of that 1,690—a fraction over 18 per cent. of the whole number. With some companies this proportion would be increased, with others largely diminished. It appears, then, that to assume that in 20 per cent. of the number of losses sustained there is more than one company interested, would be a large estimate. * * * *

There is no way of ascertaining accurately the number of fires annually occurring, nor the maximum value of property burned. The fire tables of THE CHRONICLE, New York, for 1877, record 10,403 of the fires which occurred in this country and in Canada during that year, and show, as the loss in the United States, $68,265,800, of which $37,398,900 is reported as the amount of the loss paid by insurance companies, leaving $30,866,900 as the loss without, or beyond, insurance.

We are certain from the amount paid by insurance companies that the sum of earned values annually destroyed in the United States very largely exceeds $50,000,000, and that including the uninsured loss it probably approaches close to $100,000,000; and also that the annual number of fires considerably outruns 66,000, or 180 for each day of the year. It is quite probable that there is not a single moment in the year in which some building is not burning, as the aggregate number of insured fires give us a new fire each eight minutes the whole year around. This vast aggregate loss is but the ordinary loss, which is now and then frightfully augmented by the destruction of a large section of some city. I am indebted to the fire department officials of New York, Philadelphia, Brooklyn and Chicago for statements showing the number of fires sustained in those cities in 1877. The buildings of those cities are built mainly of brick and have metal roofs, and while the fires which took place in them show that buildings so constructed are less liable to take fire than buildings built of wood and having wooden roofs, their results, when the great crowding of population incident to large cities is considered, go far to establish the correctness of the figures already given. The combined population of those four cities is not far from 2,750,000; the number of fires which took place in them in 1877 was 2,965, or one for each 928 of population. How great the loss of life which attends fires, we have no means of knowing; but it is sufficiently great to make each lover of his kind feel a deep interest in the subject. * *

It is fortunate for that community that the efforts of insurance companies to resist fraud not unfrequently result more successfully. A few years since a claim for a sum exceeding $100,000, growing out of a fire in one of the interior cities in the state of New York, was made upon a number of companies. An examination satisfied the underwriters that the case was suspicious, and patient and persevering investigation convinced them that it was fraudulent. The claimant firm had many creditors in New York city, among its most prominent dry goods merchants. These earnestly and persistently importuned the companies to pay the claim, accompanying their urging with suggestions that the objections were not well based, and that the action of the companies would injure their reputation. A circular signed by a large number of them, and in which the companies were reproached for their refusal to pay, was distributed throughout the state, accompanied by another circular, signed by the claimant firm, warning property holders not to insure in any of the companies named. As ought to have been anticipated, this grossly improper action but rendered the companies the more determined to justify their resistance. In process of time the developed facts grew so formidable that one of the three partners confessed—what the companies already knew to be the facts—the secret removal of goods and the subsequent firing of the premises. Another of the firm, on conviction by a jury, committed suicide in jail; and the third, also convicted, was sent to the state prison. This effort to defraud insurance companies by the burning of the premises exposed to a horrible death a large number of innocent people. It is not likely that the merchants who signed the circular referred to will repeat that experiment until their recollection of this case has passed away.

In another instance, in the state of Michigan, a claim for $3,500 was paid five years since; not long afterwards the company became satisfied that the claim was fraudulent, and measures were taken to recover the amount. The claimant, who had received the money and meant to keep it, was daring and acute; but, at large expense and much labor, the company steadily followed up the case. Witnesses and proofs were brought from remote parts of the country; an honest and independent jury's verdict was given in favor of the company, the claimant's property was attached, and through the years and the courts the case was followed, until within the present year the highest court of the state decided in favor of the company, and within sixty days past the cash was refunded, principal, interest and legal costs. These are not isolated cases of peculiar monstrosity; they unfortunately are but common examples of a prolific evil. In the business of the company with which I am best acquainted, it is found that cases occur month after month in which the insured, finding that the proofs of guilt are gathering their coils closely about him, surrenders his policy and renounces his claim. Such experience is not confined to that company, but frequently occurs to companies doing an extensive business.

The purpose of introducing these incidents is to enforce the truth, with which many of you are familiar, respecting the frequency of incendiarism for personal gain. It is possible that at times claims may not be so fully paid as the circumstances would justify; but it is safe to declare that, taking the companies as a whole, they pay at least $1,000 which ought not to be paid, where they withhold $1 which ought to be paid.

All underwriters who have had even a moderate share of experience in their business shrink from a litigation; they know that its cost will, even when successfully prosecuted, often exceed the amount of the claim resisted; they know that a large measure of labor and solicitude must attend its progress, and they know that the unthinking often sympathize with a claimant, though he may be ever so great a rascal. Companies have been known to advertise that they never resisted by legal force any claim made upon them—a declaration which gives much satisfaction to underwriters, for they know that such declarations attract incendiary plunderers, who might otherwise fasten upon themselves. The incendiary is a public enemy, and a company which pays his claim unresistingly is *particeps criminis* with him; both are enemies to the state.

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These facts show you, gentlemen, that underwriters labor under disadvantages from which you are free. It has incidentally come to my knowledge that one of your members, a representative from Baltimore, is to make a report to you upon the general subject of incendiarism, and his interest in, and knowledge of, the subject will enable him ably to present the matter. From his report you will gather that it is the duty of each head of a fire department, unless there shall be a separate officer distinctly charged with that duty, to examine carefully the circumstances attending fires, and the causes of each fire, so as to detect incendiarism, if that is the cause; to expose and correct carelessness, if that has produced the burning, and to vindicate innocent sufferers by conflagrations.

It may seem to you, from what I have said respecting the frequency of incendiarism, that underwriters must regard the whole community as so far demoralized that almost any one is ready to apply the torch whenever he thinks he can gain by doing so; but this is not the case. The honest men of the community vastly preponderate over the dishonest. There happens annually one fire to about each one hundred and twenty-five policies issued. Assuming that to be the proportion of ordinary losses, and let one policyholder extra in each two hundred and fifty be so depraved and desperate as to burn his property, and the losses would be much more than doubled; for the accidental fires include nearly all of the small and partial losses, while, when an incendiary gets at work he means that his work shall be thorough and profitable to him, though he may burn out a dozen honest neighbors. It follows that if each five hundred policies include one extra incendiary the losses are magnified over fifty per cent., and if there be but one to each one thousand policies the increased loss is over twenty-five per cent. Policyholders are far from being commonly incendiaries. Is it not an outrage that so small a portion of the community should cause so much loss and cost to the great mass?

You have manifold motives for securing the punishment of any who are guilty of the fearful crime of incendiarism. Efficient action in that direction will save to the city and state its earned wealth, its taxable values, and save to its citizens the share of premiums necessarily charged by the companies for the hazards of incendiarism, which hazards must in the end, and without escape, be paid for by the honest portion of the community; you will prevent the commission of crime, and thus promote good morals; and you will save the brave men whom you command from wanton exposure to danger and death. * * * *

The circumstances attending fires need careful scrutiny. Often the first notice of a suspicious fire is received from the officer in command. It not unfrequently happens that a fire is extinguished before the machinery by which it has been intentionally caused has been burned up, and the features show clearly that owner or occupant has deliberately caused the burning. The wreckless wretches who thus endanger the property of their fellow citizens and make unnecessary demands upon the firemen deserve condign punishment, and it is your duty to see that they get the reward of their demerits. With such aid to your fellow citizens in exposing fraudulent burnings, it may be that at some future day it will be regarded as a crime for an insurance company to pay anything for a fraudulent loss in order to save itself from costs and trouble. It may be that in some coming year some wise legislature will create a disinterested and unpaid commission of patriotic citizens, and require that insurance companies, before making payment in such cases, shall lay the facts before that commission, and be constrained to resist claims when they shall be so instructed by it, or be liable to be declared public nuisances, and to forfeit their charters.

Over-insurance is a great provocative to incendiarism, and insurance agents have been known to over-insure with a seemingly wilful carelessness. Wherever this is found to be the case it is but simplest justice to the men you command and to the citizens of your town that such over-insurance, with the name of the offending agent, be recorded.

Among the many things requiring consideration is that of summoning the entire fire department to every fire which takes place, as is the practice in smaller cities generally. It is not many years since this course was universally pursued. Long after the cities were subdivided into districts for the purpose of showing by the alarm in what part of the city the fire was to be found, the entire apparatus of the place was taken to all districts alike. The first company which, in the city of New York, was restricted in its duty to a limited section of the city was commanded by an underwriter, the limitation being prompted by the occurrence of a fire in the lower part of that city, which destroyed a large portion of two blocks of mercantile buildings, the fire having been made so great by the absence at another fire more than a mile distant of all the city's fire apparatus. To that same company was committed, at request of the insurance companies which owned it, the control of that first steam fire engine before spoken of. In smaller places such localizing of fire apparatus is unnecessary, but as cities extend it becomes important that no one section be left entirely bare of protection by unnecessary attendance at small fires in distant places. * * * *

If ceaseless and engrossing duties had not occupied all of my time I might have given more of it to this address, and thus have put more in it in smaller space. It takes time to condense language. I might well have spoken of the importance of changing volunteer to paid departments just as rapidly as circumstances will justify it. I would by no means depreciate volunteer departments or their works. My own relation to a department was that of a volunteer, and many of the noble men whose energy prompted them to that duty, and with whom it was my privilege to stand, have occupied high places in mercantile and official life—places which they won by the same energy which made them firemen.

The importance of being prepared for great fires, and of determining upon the action to be taken when they occur, such as when, where and how to level buildings in the march of a fire by explosives, cannot be over-estimated. At such fires efforts are always made to arrest their spread by such means, and often unwisely. The New York department has attached to it a sappers' and miners' corps of picked men, designed and drilled for such an exigency. I leave matters of great importance, and close by urging you to realize more adequately how high and important are the positions you occupy. You are the protectors and defenders of the property, of the lives, and maybe, at times, of the morals of your fellow citizens; and whoever does such duty well deserves to be regarded as "the first citizen," if not "of his country," at least of his own town or city—a citizen about whom should be gathered the respect and confidence and esteem of his fellow citizens, who entrust their property and their lives to his guardianship with an implicit repose, because they know that by day and by night, whether they wake or sleep, he is always alert—for the protection of their interests and themselves he is always "watching and waiting."

The National Board of Fire Underwriters.

The following report was submitted to the executive committee of the National Board, at its meeting on Thursday last, by Henry K. Miller, secretary:

Mr. Chairman and Gentlemen of the Executive Committee:

Since the last meeting of the executive committee, held immediately after the adjournment of the board on the 25th of April, the provisional committee has held regular weekly meetings, which have been well attended by resident members of the executive and advisory committees, and at which prompt attention has been given to applications and claims for rewards, as well as to all other matters which have been from time to time brought before the committee.

Circular of May 9th.—One of the first matters which had attention after your last adjournment was the sending out of the circular of May 9th, prepared by President Baker and Secretary Bennett, in accordance with the instructions of the board, given by resolution adopted at its annual meeting. As required by that resolution, the circular was sent to "all companies issuing what are known as stock policies," numbering 472. The replies of the companies that have responded, together with a classified synopsis of the same, will be submitted by President Baker for the consideration and action of the committee at this meeting.

Incendiarism and Arson Reward Fund.—At your last meeting a resolution was adopted soliciting subscriptions to the incendiarism and arson reward fund from all companies not then subscribers. The resolution, together with all necessary information on the

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subject, was embodied in circular No. 344, and sent, under date of May 10th, to every non-coöperating company doing business in the country. Although the circular and accompanying reports fully set forth what had already been accomplished through the instrumentality of the fund, as well as what might be expected from more general subscriptions by the insurance companies of the country, yet the responses were few, the following additional companies only having subscribed the sums appearing respectively opposite to their names:

Williamsburgh City, New York	$1,200.00
Glens Falls, Glens Falls, N. Y.	1,050.00
Security, New Haven, Conn	647.00
Safeguard, New York	490.00
Fireman's, Dayton, O	350.00
Trade, Camden, N. J	280.00
Teutonia, Dayton, O	175.00
State, Nashville, Tenn	105.00
Sun, Philadelphia	105.00
Ohio, Chillicothe, O	52.50
Susquehana Mutual, Harrisburg, Pa	35.00
Total	$4,549.50

The subscriptions to the fund now amount to $107,449, there being sixty-two subscribing companies.

It is to be regretted that so large a proportion of the companies to whom the circular was sent failed to avail themselves of the opportunity thus afforded to aid in a work quite as important and beneficial to themselves as it is to the present subscribers. If thought advisable by the committee, another circular might be prepared inviting attention to the former one, in the hope of obtaining the signatures to the fund of such companies as regard the work favorably, though they may have overlooked the first invitation.

Since the report to the annual meeting the provisional committee has offered 75 rewards, amounting to $28,050. The amount now outstanding in offers of rewards is $50,150, as against $35,050 at the time of the annual meeting.

Three rewards have been paid by the treasurer on the order of the provisional committee, namely:

Owego, N. Y.	$250
North Attleborough, Mass	250
Washingtonville, O	250

These rewards secured the imprisonment of four incendiaries; one for a term of two years, one for four years, and two for six months each.

Two other claims—one of $500 from Lansinburgh, N. Y., and one of $250 from Aberdeen, Miss.—are, by the order of the provisional committee, now submitted for your consideration. The claims are irregular, as the criminals were not convicted within the prescribed year. As they were, however, in each case, placed under arrest soon after the offer of the reward, their conviction within the year only having been prevented by their temporary escape, the provisional committee recommends the payment of the claims.

The provisional committee also refers to you a request for the payment of a reward (though none was offered) in the case of the firing of the store of Daniel Sternberger, in Darlington county, S. C., December 14, 1876. Papers are submitted showing the conviction of the criminal in March last, and his actual incarceration for a term of twenty years.

At your last meeting it was voted to advise the public through the Associated Press of the measures taken by the board to suppress the crimes of incendiarism and arson. A brief statement was prepared of the work and purposes of the board in that respect, which was made use of by the Associated Press as desired by the committee, and without cost to the board.

Adulterated Oils.—The recommendation of the president on this subject in his annual address, was referred by the board to the executive committee with power. The executive committee referred the subject to the provisional committee. This reference included the proposition of Mr. Edwin Atkinson, president of the Boston Manufacturers' Mutual insurance company (see page 95, proceedings last annual meeting) to make scientific tests of the various oils in use, for which purpose an appropriation of $1,000 was asked from the board. This amount, it was thought by Mr. Atkinson, would, with a like sum already pledged by the mutuals, be sufficient to conduct the proposed investigation and print the results for the information of contributing companies. The provisional committee, together with the Philadelphia members, favored the proposition; but on ascertaining that other leading members doubted its practical utility, the whole matter was referred back to the executive committee. This reference carries with it the original recommendation of the president which has not yet been acted upon.

Membership.—At the April meeting of the board the following resolution was adopted (see proceedings, page 61):

Resolved, That if the assessments due from the Orient, of Hartford; the Roger Williams, of Providence; and the St. Joseph fire and marine, of Missouri, are not paid within 30 days from this date, that the names of these companies be stricken from the roll of membership of this board.

A copy of the resolution was forwarded, under date of April 27 last, to each of the companies named. From the Roger Williams no response has been received. The replies of the St. Joseph fire and marine and the Orient are submitted herewith. The names of these companies still remain upon the roll of members awaiting your action at this meeting.

Wisconsin Law.—At your April meeting a special committee, consisting of Messrs. Hope (chairman), Chase, Pulsford, Heald and President Baker was appointed on the Wisconsin insurance law, in view of the then recent decision of the supreme court of that state, said committee to act in conjunction with a like committee of western managers already organized. On the 7th of May the special committee held a meeting jointly with the provisional committee, at which President Baker and Secretary Bennett were present. The text of a law proposed as a substitute for the existing law, and which it was stated had the sanction of the state superintendent, was read by the chairman and duly considered, when the following minute was ordered made:

That it is the view of members that there is no serious objection to the law as read, and copies are therefore ordered furnished to President Baker and Secretary Bennett for use among members in their respective localities.

No further action was deemed necessary as the state superintendent was of the opinion that the substitute covered the exigencies of the case, and would be adopted as proposed. This result, however, was not secured, and the old law, with the decision of the court thereon, remains in force.

Printing Press.—An offer of $200 having been made for the National Board printing press, the secretary was directed by the provisional committee at its meeting of May 14 to accept the same. The sale was accordingly effected, and the money transmitted to the treasurer, as appears from his report. The type and other appurtenances of the office remain as before.

Statistical Bureau.—The work of this department has been continued by Mr. Jenney, under the direction of Mr. Oakley, chairman of the committee. The experience of companies on sundry special hazards, under like classification as in previous years, is being obtained for 1877, and will embrace a larger number of companies than heretofore. The collating of the monthly losses on all classes of special hazards is also continued, without any diminution in the number of contributors either of board or non-board companies; and the interest in this branch of the committee's work appears to be increasing. Other statistical matter of interest is also in preparation for the annual report of the committee.

Chimneys and Fuel.

Address of Daniel Morse, state agent for Michigan of the Home insurance company, of New York, delivered at the ninth annual meeting of the Fire Underwriters' Association of the Northwest.

Mr. President and Gentlemen:

In the Indian wigwam and in the modern lumber camp we find still in use the plan for the building of fires, escape of smoke and security from flame and sparks which prevailed in Europe until about the thirteenth century. At that time brick or stone fire-places having flues five or six feet high, with outlets through the sides or ends of the buildings, began to be found in some of the dwellings of the rich. In the fifteenth century further improvements were made, and in the better class of dwellings were found chimneys extending through the roofs; but the principles governing the draught and the carrying off of the smoke through the flues were not yet understood. About the year 1795 Count Rumford, a native of Massachusetts, but at that time a citizen of Great Britain, gave the subject of chimneys and flues considerable study, and published several valuable and instructive articles. His investigations led to great improvements, both as regards safety in construction and utility in carrying off smoke and sparks. The chim-

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neys of this period were massive structures resting upon broad and substantial foundations, and fires caused by defective flues were, we presume, unknown.

We have been unable to lay our hands upon the treatises of Count Rumford but we hazard the opinion that but little progress in construction has been made, so far as safety from fire is concerned, since his day. In the main his plans for chimneys with thick walls, capacious flues, contracted throat and secure foundations have been adopted and adhered to all over England and the continent to this time, and to this is undoubtedly due their comparative exemption from fires caused by defective flues.

In the early settlement of New England and the southern Atlantic states our forefathers brought with them the rules for constructing chimneys prevalent in the home of their birth. As a result in most of the old towns in those parts of the country, fires from badly built chimneys are of exceedingly rare occurrence. These old chimneys in New England, some of which have been standing over two hundred years, have walls from twelve to thirty inches thick, large flues and foundations deep, broad and sure.

In all the early settled portions of the country, including New York, Pennsylvania, Ohio, and some of the states lying south of the Ohio river, the losses from fires caused by defective chimneys are doubtless but a small percentage of the total losses sustained, for the reason that the chimneys are generally safely built; but the progressive people of the northwest unfortunately have sought out many curious inventions and makeshifts in their construction. Security is sacrificed to cheapness, and the insurance companies take the risk. What is the result? We have not been able for want of time to look up the statistics; but, taking the states of Michigan, Wisconsin, Minnesota, Iowa, and possibly Indiana, we believe that we are making a low estimate when we say that the losses from so called defective flues are probably not less than 65 per cent. of all the honest losses. And now the question naturally arises, how shall we correct this faulty construction of chimneys, protect property and life, and stop this unpaid for drain upon insurance companies? Doubtless it is a matter upon which we have all bestowed much time and thought, and, perhaps, without arriving at any very satisfactory conclusion. Our time is largely occupied in paying these losses and in other duties, and we have but little leisure in which to warn and instruct the people. Our municipal and legislative bodies have failed, except in a few instances, to give this matter the attention we think it deserves. Some of the masons, especially in the country and small villages, are either incompetent or indifferent. Besides, these brick incendiaries are already permanent in a large majority of the buildings that have been erected; and it is a most difficult matter to convince owners of the danger, and persuade them to pull down and rebuild. Furthermore, it is no easy task to enlist all of our local insurance agents, and impart to them the needed instruction and zeal to do their duty in the matter. The evil is a very great one; and, if its growth is ever checked, it must be either through legislation or by the education of the people, which can, perhaps, be best accomplished through the combined efforts of the insurance companies and their special and local agents.

In some localities so universal is the practice of building bracket, hang or stilted chimneys, that masons would not be competent to plan and build them in a safe and substantial manner. These chimneys, in a majority of cases, sooner or later settle, and if at any point above the flimsy foundation the bricks catch upon timbers the bottom parts dropping down will leave cracks through which heat and fire may escape and come in contact with wood already heated and dried so that it is very inflammable. In selecting a place for a bracket chimney the ingenuity of the owner and the mason is sometimes wonderful. We often find it resting upon the door frame, and usually over the middle of the door. All of this class of chimneys are unsafe; the hang chimney is probably the worst; then the bracket; and, lastly, the stilted. The building of them should be strongly discouraged, if indeed not prohibited by law. At least 95 per cent. of our losses from so called defective flues are on or in buildings where they are used. True, occasionally we find some that have stood for years and not burned the buildings, as it is also true that sometimes lightning strikes without causing a fire.

Probably the most effective way of driving them out of existence would be to so materially increase the rates where they are used as to convince insurers that it would be to their pecuniary interest to build good chimneys, even if they do cost a little more. The application of the schedule system of rating by discriminating against bad construction, has accomplished great results where it has been introduced in inducing improvements in buildings already erected as well as in bringing new buildings up to the standard. The same principle might produce equal results if generally applied to the matter of chimneys. We beg to submit the following hints for the building of chimneys:

1st. A broad, deep and substantial foundation is necessary; one that will not settle or be disturbed by frost. If the chimney is built in, or rests upon, the wall of the basement or cellar, the wall at that point should be sufficiently broad.

2d. The chimney should be perpendicular, straight and smooth, without angles, corners, jogs or contractions, and at no point in contact with wood; with a space of one inch or more where it passes joists, rafters or timbers, or through floors, ceilings or roofs, and at least four inches between the back of the chimney and the end or side of the building. Joists should not be masoned in or rest upon or against the chimney wall, but a *header*, well removed from the chimney, used for their support. An additional reason why chimneys should be built very strong and entirely free from contact with any wood in the frame buildings of our western country is that they are so often what is known as "balloon frames," so lightly put up that they are always liable to be so shaken by our heavy winds as to cause cracks in chimneys otherwise constructed.

3d. The walls of the chimney when built of brick should be six, eight or more inches thick. A chimney with six-inch walls, the inside course set on the edge and bound with brick laid transversely every four or five courses, is nearly as safe as an eight-inch. Where an eight-inch wall is laid it is, perhaps, better to leave a space of about an inch between the two courses of brick, occasionally binding by laying a brick transversely. A wall of this kind will not heat, so as to endanger wood even in pretty close proximity. The chimney should be put up at a time when free access can be had by the masons to every part of its outside, before joists and other timbers have been placed in the way and before the roof has been put on. Four-inch walls are unsafe at the best, and particularly so if there is any truth in the theory that brick exposed to hot air or steam will in time show a larger amount of heat than is at any time in the heated air or steam passing by or in contact with it; that is, if brick will accumulate heat as we know some metals and minerals do. We know of some facts that seem to support this theory. If it is true, many queer fires from furnaces and chimneys will, perhaps, be more satisfactorily accounted for.

4th. There should be openings at the bottom of the chimney and of each separate flue for the removal of soot. These openings should be closed with a heavy iron box or scoop-shaped stopper. If left open the draught will be affected, and besides there will be danger of fire falling upon the floor. These soot boxes or scoops, unless made of heavy iron, are liable to rust out owing to the damp soot and pyroligneous acid.

5th. The chimney should be smoothly plastered with a mortar composed of one part fresh cow dung and three parts ordinary mortar. The mixture should be made from time to time as needed, and applied before it has time to set and become hard. A chimney so plastered will soon present a hard surface nearly as smooth as glass. Soot will not accumulate on the sides of the flue, and the draught will be quite perfect, other things being observed. The draught will be still further improved if the area of the flue is increased one inch every ten feet from the bottom to the top.

6th. The flue for an ordinary dwelling fire-place or stove-pipe should have an area of at least 128 square inches for a wood or soft coal fire, and not less than 96 square inches for a grate or stove burning hard coal. Where large wood or soft coal fires are required, the area should be 192 square inches. Each fire-place or stove-pipe should have a separate flue, otherwise you cannot rely upon the draught. If for any cause more than one stove-pipe is to enter the same flue, the size of the flue should be increased one-fourth for each additional pipe.

7th. The hearth should rest upon a brick or stone arch. Timber and board foundations are always concealed incendiaries; iron, because of its power to conduct heat, is also unsafe.

8th. The throat of the fire-place should be well contracted and pitched forward, so as to be directly over the fire. This will insure a draught, owing to the fact that the part of the atmosphere not passing *through* the fire, but entering the flue, will come in more direct contact with the heat, and thereby be more highly rarefied. The construction of the chimney being right, the draught is produced by the air being rarefied in passing through and over the fire. This heated and lighter air ascends through the flue, while the denser air in the room rushes forward to supply the partial vacuum. Sometimes the draught is imperfect, owing to a want of sufficient air being admitted to the room; and in other cases, owing to an open pipe or soot box hole. All openings should be closed with brick and mortar or closely fitting metal stoppers. The modern practice of pasting a piece of paper over an opening should not be permitted.

9th. The walls of the chimney, particularly on the back side, where it is concealed from inspection and at points where the chimney passes near wood, should be most carefully laid, pointed and plastered on the outside. Fires from defective flues where there is no crack usually reveal the fact, if the chimney is left standing, that the wall on the back side, at points passing near timbers through floors or the roof, has not been well pointed and plastered on the outside. Good work has been done only at points or places exposed to the eye, and where there was no danger from fire.

10th. The practice, in many cases, of building a water-shed, by projecting the brick just above the roof, should not obtain; nor should the chimney at this point be enlarged for any purpose. The projecting bricks, in a majority of cases, rest upon the rafters or roof boards; and if at any time the chimney below should settle, there will be a crack and by and by a fire. Chimneys thus enlarged above the roof, presenting a massive and substantial appearance, fail to suggest the truth as to the small and cheaply constructed flue below. A word in regard to chimney sweeps and stated periods for cleaning flues. In places where ordinances have been passed on this subject and enforced and sweeps licensed, fires caused by the burning out of chimneys or from defective flues have been of rare occurrence. Perhaps if in our respective fields we were to aid in having ordinances touching this matter passed, we would prove ourselves public benefactors, and at the same time promote the interests of insurance companies.

The subject assigned to us was "Chimneys and Fuel." For want of time we have been compelled to confine our remarks to chimneys. If our thoughts shall result in awaking increased attention to the losses from defective flues, and to the importance of greater care in construction, we shall be amply repaid. The subject is old and trite, and we claim nothing new; but it is sometimes profitable to be reminded of things old and well understood.

Law Reports.

SUPREME COURT OF ILLINOIS—THE PEOPLE V. EMPIRE INSURANCE COMPANY.

Rights Under Special Charter—Reduction of Capital Stock.—Craig, J.—This was an information in the nature of a *quo warranto*, filed by the attorney-general, in the name of and for, and on behalf of the people against the Empire fire insurance company, to require the company to show its authority for establishing an agency and exercising its franchise in the city of Chicago, with a capital less than $150,000, as required by section 6, chap. 73, R. S. 1874, p. 591, which declares no joint-stock company shall be incorporated under this act in the city of Chicago, nor shall any

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company incorporated under this act establish any agency for the transaction of business in said city, with a smaller capital than $150,000, actually paid in in cash, nor in any other county in this state with a smaller capital than $100,000 actually paid in in cash. The company interposed a plea to the information, to which the people demurred, and the question is whether the decision of the circuit court sustaining the plea is correct. The defendant was originally organized under the name of Du Page County mutual insurance company, of Wheaton, under a special charter approved Feb. 16th, 1857, Private Laws of 1857, page 1,001. Sec. 2 of the act provides: "The capital stock of said corporation shall not be less than $50,000, and may at the pleasure of said corporation be increased to any further sum, not exceeding $300,000, and shall be divided into shares of $50 each."

In 1867 an act was passed, changing the name of the company to that of the Illinois State insurance company, with power to establish an office in the city of Chicago, to issue policies, and make all contracts and agreements pertaining to the business of insurance in Chicago, as well as at the home office. Private Laws of 1867, vol. 2, p. 168.

In 1874 the capital stock was increased to $100,000, and in 1875 the stock was increased to $300,000. Under the act of 1867, an office was established in Chicago in 1873, and from that time onward the insurance business was transacted in that city.

On the 15th day of October, 1877, the company changed its name to Empire fire insurance company, and reduced its capital to $100,000. This action was had under the provisions of the act of March 26, 1874, R. L. 1874, p. 294. The last clause of the fourth section of the last named act declares: "And provided further, that any corporation other than corporations for manufacturing purposes, availing itself of, or accepting the benefits of, or formed under this act, except the mere change of name, shall be subject to the general laws of this state now in force, or which may hereafter be passed, regulating corporations of like character." Under this clause of the statute, it is contended by the attorney-general, that when the company reduced its capital, it voluntarily waived and abandoned all special privileges conferred by its special charter and the subsequent amendments thereof, and became subject to the provisions of the general laws of the state, and stood under an equal footing with corporations organized under such general laws, and with no greater powers or privileges. If section 6, *supra*, was the only provision of the general law bearing upon the question, we would not hesitate to hold that the company had no authority to establish an agency or office in the city of Chicago, and exercise its franchise with a less capital than $150,000. But such is not the case. Sec. 19, of chap. 73, p. 595, R. S. 1874, declares all insurance companies heretofore organized in the state of Illinois, and doing business in this state, are hereby brought under the provisions of this act, except that their capitals may continue of the amount and character named in and authorized by their respective charters, during the existing term of such charters. And the investments of the capital and assets of such companies may remain the same as prescribed by their charters, anything in this act to the contrary notwithstanding; and such companies shall also be entitled to all the privileges and powers granted by said charters. It is apparent that section 6 was intended to include such companies as might become organized under the general law of the state, and it is equally clear that it was the intention of the legislature, by incorporating section 19 in the revision, to allow companies acting under existing special charters to continue business with the amount of capital authorized by their respective charters. The only reasonable and fair construction to be given to the two sections is that they were designed for two distinct classes of corporations. The harmony and consistency of the two sections cannot be maintained on any other theory. This construction harmonizes the two sections, while a different one renders them contradictory and utterly inconsistent with each other. Under the charter the defendant had the right to transact its business with a capital of from fifty to three hundred thousand dollars. Under the act of 1872, heretofore cited, it had the right to reduce its capital; but such reduction brought it under the general law of the state, but section 19 of the general law of the state confined the power to certain business, with the amount of capital authorized by the special charter. It therefore follows that the company doing business in Chicago, with a capital of $100,000, was in the exercise of a right conferred by law. The demurrer to the plea was properly overruled, and the judgment must be affirmed.

Judgment affirmed.

NOTES ON INSURANCE CASES.

—In the special term of the New York supreme court held by Mr. Justice Westbrook, at the common council chamber, on the 24th ult., the motion deferred from the August term for the order discontinuing the special proceedings against the Atlantic Mutual life insurance company, and for the restoration of the assets to the former managers of the corporation, came on to be heard. Mr. William Barnes, for the corporation, and informally representing the policyholders, argued that the company was now in a perfectly solvent condition—indeed, had a large surplus, and that a consideration of all the circumstances of the case demonstrated that the application was abundantly justified and should be granted.

Mr. Henry Smith, for the receiver, opposed the motion, claiming that its object was to secure the return to the stockholders of the trust fund of over $1,200,000, upon which the policyholders had the first claim. He regarded as absurd the idea that, after the exposure which had been made during the past year of the management, or rather want of management, of the affairs of the company, the holders of lapsed policies would come forward and pay up their premiums. No premiums would be paid, the lapsing of policies would continue, and the entire fund within a short time be divided among the stockholders.

Mr. Francis Kernan, representing the policyholders and stockholders residing in Oneida county, followed Mr. Smith, directing his argument toward proving the power of the court to act in the premises, and that the case was one calling for its action in granting the application.

Mr. Augustus Schoonmaker, Jr., attorney-general, said he had no plan to advocate, but that if the allegations in the papers upon which the application was made were correct, it should be granted. This question, however, he did not attempt to pass upon.

Mr. George L. Stedman, representing a number of policyholders, presented a number of citations of authority, bearing upon the power of the court over the receiver.

Mr. S. W. Rosendale, appearing in behalf of the superintendent of the insurance department, urged that the question of the standing of the company should be passed upon by the examiner of the department, and according to methods of valuation adopted by it, before it should be declared solvent and its assets restored to the management of the stockholders.

Amasa J. Parker, Jr., and John W. McNamara were present and carefully watched the proceedings in the interest of the policyholders represented by their firms. At the conclusion of the argument the court took the papers and reserved its decision.

Fractional Currency.

—Judge Donohue of the New York supreme court has denied the motion made on behalf of Dr. Lambert for reduction of bail from $25,000 to $15,000. The judge says that as the district-attorney is ready to argue the case in the court of appeals at any moment, he does not see any reason for reducing the bail.

—The news comes from Chicago that the agents composing the marine insurance pool have been busy lately in an alleged endeavor to equalize the business, and it has been ascertained that they have concluded to do it by apportioning the reinsurance on an equitable basis. It seems that the Orient Mutual agency rolled up a larger amount of business last week than any one of the others, notwithstanding the fact that the company is allowed a division of the business on the basis of nine shares in one hundred. Several of the agents were short on their business; but they get the benefit of the excess of the others.

—Henry B. Hyde, the energetic president of the Equitable life insurance company, has been at last induced to take a well earned holiday. Mr. Hyde sailed for Europe on Saturday last.

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—The New Hampshire fire insurance company, of Manchester, N. H., continues in the even tenor of its way to promptly meet all losses, and at the same time to increase its assets. The officers of this sterling company include some of the leading men in the state—leading as citizens as well as underwriters. On the 1st of July last the company's total assets reached to $487,480.77, while its net surplus over and above capital, reserve for reinsurance and reserve for unpaid losses was $119,175.26. The success which has attended the operations of the company is shown in the fact that over 65,000 policies have been issued during the nine years, and 1,000 losses by fire have been honorably and promptly paid, and the company now have $4.50 for each dollar of liability.

—Many of the modern improvements, so called, have greatly increased the hazards of and from conflagrations. This fact was forcibly demonstrated by Mr. Hope in his recent address before the Chief Engineers' Convention at Cleveland. The large buildings devoted exclusively to merchandise, which have taken the place of smaller ones, occupied in part as the dwellings of the proprietors, who sold their goods at wholesale below stairs and dwelt with their families above; the openings through floors to admit light to the otherwise darkened centres of the enlarged buildings; the Mansard roofs; the elevators; the multiplication of tenants in buildings devoted to merchandise or manufacturing; the hot-air furnaces; the ready friction match which has supplanted the covered coals upon the olden-time hearthstone, and the various products of petroleum are specified by Mr. Hope among "the many modern improvements and discoveries which have caused the duties of the fireman to become more frequent, more arduous and more dangerous." From the statistics given in this suggestive address, it appears that the sum of earned values annually destroyed in the United States very largely exceeds $50,000,000, and that including the uninsured loss it probably approaches close to $100,000,000; and also that the annual number of fires considerably outruns 66,000, or 180 for each day of the year. The carefully compiled fire tables of Mr. O'Donoghue's New York CHRONICLE, recording 10,403 of the fires which occurred in this country and in Canada during 1877, show, as the loss in the United States for the year, $68,265,800, of which $37,398,900 is reported as the amount of the loss paid by insurance companies, leaving $30,866,900 as the loss without, or beyond, insurance. It is quite probable that there is not a single moment in the year in which some building is not burning, as the aggregate number of insured fires gives us a new fire each eight minutes the whole year round. And when it is remembered that this vast aggregate loss is but the ordinary loss, we can infer how frightfully it is now and then increased by the destruction of a large section of some city. Another alarming element is added to these considerations by the increasing proportion of incendiary fires which take place in the United States. Surely the whole subject urgently commands the attention of our legislatures, of individual citizens, and of the community at large.—New York *Express*.

—The Commonwealth life insurance company sued George Bowman and others to foreclose a mortgage for $35,000 on property situated on the northwest of Staten Island. A decree was obtained nearly five years ago, but no sale has been had, Mr. Bowman having prevented it by repeated stays. He has also begun a suit to set aside the decree. On the 18th ult., before Mr. Justice Gilbert, in the special term of the New York supreme court held at Brooklyn, a motion was made in the latter suit to frame issues, and a motion in the former suit for a stay of proceedings and to open the decree, so that Bowman may come in and defend on the ground of usury and on the ground that the plaintiffs were not the owners of the mortgage at the time they brought the action and got the decree. The insurance department, with which the bond and mortgage were deposited, was represented by Mr. S. W. Rosendale, of Albany, and Attorney-General Schoonmaker. Mr. Thomas S. Moore was present as referee and receiver. Decision was reserved.

—On the 25th ult. Edward R. Dunham brought suit in the New York supreme court against the Mercantile insurance company. The plaintiff alleges in his complaint that he purchased for value a claim of the Somerset coal company against the defendants, arising from losses sustained by the company on a cargo of the barge Metropolis, and that such losses were covered by a policy issued to the Somerset coal company by the defendants, and he demands judgment for the losses, amounting to $1,218.67. The defence is that the risk on the cargo obtained was fraudulent, and that the plaintiff or others connected with him effected a settlement with the owner of the tugboat which had negligently collided with the Metropolis, whereby the owners of the tugboat were discharged from liability. Judge Van Vorst granted a motion to examine the plaintiff before trial.

—A curious instance of spontaneous combustion is thus described by a correspondent writing to *Nature* from Caracas, South America:

Some time ago the house of General P. M. Arismendi (now Consul of Venezuela, in Port-of-Spain, Trinidad), in this city, had a rather narrow escape from being set on fire by the spontaneous combustion of a large wasps' nest (a species of *polistes*) in a closet under a roof. The day was exceedingly hot; but this circumstance, I think, has a very slight connection, if any at all, with the outbreak of smoke from the nest. Roofs in this country are constructed of tiles supported by a thick layer of compact earth, which rests on the usual lath-work of dry canes (the stems of *gynerium saccharoides*, or arborescent grass), both being substances that conduct heat very badly. The source of heat must therefore have been in the nest itself. In bee-hives the temperature rises sometimes as high as 38° centigrade, about 100° Fahrenheit (*teste* Newport, as cited in Girdwoyn, "Anat. et Physiol. de l'Abeille," p. 23). We may be allowed to suppose that something similar happens occasionally in wasps' nests. Such a heat might be caused by an alteration beginning in the wax, hydrocarbons being formed, which, on being absorbed by the paper-like, porous substance of the cell walls, must get still more heated, so that a comparatively small access of oxygen would be sufficient to set the whole nest on fire. I have been assured that the spontaneous combustion of wasps' nests is a well known fact in the interior of Venezuela, and, as I do not recollect having found it mentioned in books, it appeared to me worth while to inquire whether something similar has been observed in other parts of the world, and if so, whether my explanation will hold good in all cases.

—The Continental life insurance company, of Hartford, Conn., has just secured the services of G. B. West, of Chicago, who goes to Denver to assume the general agency of the company at that place. Mr. West is well and favorably known as a writer, and although young is a gentleman of considerable experience in both fire and life insurance. With the Continental to represent and his own energy, we hope for him a prosperous business.

—The Royal Canadian insurance company, in pursuance of its policy to discontinue its general agencies in the United States and maintain only one managing agency at Boston, to which all its local agents will report, has closed the general agency for the northwest at Chicago. During the past eighteen months this agency was in the hands of John Naghten, and previously with the firm of Rollo, Naghten & Co. After paying all losses and expenses we understand this general agency remitted to the company over $350,000 net. As Mr. Naghten is now disengaged, a company desiring to place a general agency at the west will find a good, reliable, energetic representative in the person of that gentleman.

—The citizens of Waukesha, Wis., are now engaged in the very disagreeable duty of closing their stable door after the steed had been stolen. Their town was recently visited by a destructive fire, and they had nothing with which to fight it. They have now passed a resolution recommending the purchase of a steam fire engine at a cost of $7,000. There is a lesson here for other towns and villages which it is not necessary to figure out.

—The general agency of the Germania life insurance company for the northwest, including Iowa, Minnesota, Nebraska, Dakota, Montana, Wyoming and Idaho, has been accepted by Mr. Adolf Bender, late general manager of the St. Paul *Volkszeitung*. Mr. Bender assumed the duties of his position on the 1st inst. The position had been previously tendered to Mr. Ferdinand Willius, of St. Paul, but owing to the pressure of other business matters he was compelled to decline.

—Judge Beardsley of the superior court, Hartford, Conn., has rendered a decision in the case of the indicted ex-officers of the Charter Oak life insurance company. The substance of the decision is that the defendants James C. Walkley, J. H. White, H. J. Furber and E. R. Wiggin must be tried on the charges of conspiracy to defraud the Charter Oak life insurance company and the policyholders thereof and the public.

—Messrs. Floyd & Burch have been appointed local agents at Chicago for the Royal Canadian insurance company.

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—Attention will be attracted by the report elsewhere printed of the Canada life assurance company, of Hamilton, Ontario. The report was presented at the thirty-first annual meeting of the company, held on September 10th. As an instance of the conservative manner in which the business of this company has been conducted, we may notice that out of 1,892 applications for assurances presented during the past year 124, for $221,700, were declined, not being, in the judgement of the officers, such as the company should accept. It is shown in the report that upon an investigation of the position of the company during the past year and a calculation of its reserves upon a standard of future interest at the rate of 4½ per cent. per annum, the company had over and above that and its capital and every liability a profit surplus of $99,185. The report also gives currency to the encouraging fact that the profit surplus has been greatly increased since April last, and it is expected that the profits to be divided in 1880 will not fall short of the liberal average rate which the company has hitherto given to its policyholders. The officers of this excellent institution are entitled to the warmest congratulations.

—Dr. S. R. Clarke, secretary of the Phœnix fire insurance company, of Memphis, Tenn., died on Thursday, 19th inst. The *Sun*, of Baltimore, noticing the death of Dr. Clarke, says:

Dr. S. R. Clarke, a native of Baltimore, died at Memphis of yellow fever Thursday night, a martyr to the cause of the fever-stricken people of that unfortunate city. From the outbreak of the scourge Dr. Clarke took a prominent part as a member of the citizens' relief committee of the city, and was untiring in his attentions to the sick. A fact which probably hastened his death was that his wife, who bravely refused to leave the city without him, died of the fever Monday last. Though frequently importuned by his relatives and friends in Baltimore and elsewhere to come north, Dr. Clarke persistently refused to leave his post of duty. He was prostrated with the fever eleven days and his wife three.

Dr. Clarke was in his 54th year. He was born in Baltimore, and graduated at the University of Maryland with Drs. Christopher Johnson, Van Bibber, and other distinguished physicians. He practiced in Baltimore some years, his office being on West Biddle street, near Madison avenue; stood high in his profession, and under the administration of Mayor Jerome served as president of the board of health, or, as the position was then styled, city physician. Failing in health he moved to St. Louis before the war, and at its outbreak went South and served on Gen. Price's staff. Subsequently he took up his residence in Memphis, where, up to the time of his death, he was secretary of the Phœnix insurance and banking company. His last visit to Baltimore was made four or five years ago.

His brothers, well-known business men of Baltimore, are Addison and Henry E. Clarke, of the firm of Addison Clarke & Brother, dealers in iron and steel, and Wm. Wirt Clarke, flour commission merchant. Dr. Clarke's father was Shammah Clarke, who, with his brother, Asher Clarke, kept the female academy on the site now occupied by the Masonic Temple, which was a leading educational institution of that day. Mrs. Dr. Clarke was a Miss Barber, of Lancaster county, Pa. Dr. Clarke was in Memphis during the fever seasons of 1867 and 1873, and some years ago had an attack of yellow fever, or a disease greatly resembling it. His only son is in Huntsville, Ala., but on account of the danger to his life he refused to allow him to visit him during his sickness.

—The Commercial Union assurance company, of London, recently opened an office at 40 Kilby street, Boston. The special agent of the company, Mr. N. C. Crosby, will make his headquarters there. The Boston city department will be under the management of Crosby & Boit.

—In the United States district court, at Portland, Me., on the 24th ult. the suit of the widow of Joseph Clement, of Brownfield, Me., to recover $5,000 from the Travelers' insurance company, was brought to a sudden close by the discovery that Clement is still alive, though his wife was ignorant of the fact.

—It is believed, says the Hartford *Courant*, that the losses by yellow fever will not amount to an excessive sum, for the reason that the persons insured are generally of the well-to-do class, and have means to remove from the dangerous sections until the epidemic is past. That the belief is well founded is shown by the Connecticut Mutual's experience at the time of the epidemic at Savannah in 1875. Since the war the business of the Hartford companies in the southern states has not been extensive, and some companies have refused to take risks in certain sections regarded as extra hazardous. However, there are many cases of policyholders who took out their policies while in the north, and having removed south kept them in force by paying the special southern rate of one-half per cent. The Charter Oak's single loss thus far reported, amounting to $3,000, is a case of this kind. The Phœnix Mutual has returns of two losses, aggregating $3,500, both at New Orleans. The company has no risks to any considerable amount outside of that city. The Connecticut Mutual has no business in the state of Louisiana. At Memphis two losses are reported. $5,000 and $2,500. The company's medical examiner, Dr. Avant, has died of the fever, and its agent having fled to Louisville for safety, full reports cannot be obtained for several days. The Ætna life has received returns showing losses of $25,000 at Vicksburg, $2,000 at Memphis, and $5,000 at New Orleans. One of the cases is that of a lady belonging to Knoxville, Tenn., who was insured for $3,000, and who lost her life while in one of the infected cities laboring as a nurse. The Ætna having had regular reports from New Orleans, it is thought that the losses in that city will not exceed the figure above named. The Travelers' losses, $10,000 added to those above, show that the Hartford companies, so far as ascertained, have already suffered losses aggregating $59,000.

—George M. Bogue, receiver of the Chicago life insurance company, is making a laudable effort to prove that a receiver is not, after all that has been said about that class of officials, so bad as most people have supposed. He has had the valuation made at an expense of 50 cents a policy, which is just one-half what it cost to value the policies in the Republic life. Private notices are being sent out to each policyholder, showing at a glance the number, amount and kind of policy, the surrender value July 7, 1877, less note then unpaid, less premiums due or deferred and not paid, and the net amount of the claim against the company. Whenever a dividend is declared each policyholder will be notified thereof, and will receive his *pro rata* share of his claim on forwarding his policy to the receiver, who will indorse the payment thereon and return the policy with the money. All the proof of claim required will be to sign the blank acceptance enclosed with the notice. What will, no doubt, be especially gratifying to the policyholders is the further information contained in the circular to the effect that they may transact their business directly with the receiver, thus saving them the expense of employing lawyers, with the usual penchant for big fees, to look after their interests. This idea is emphatically a good one, and deserving of imitation by others in the vast army of receivers, to say nothing of those who are not now in the ranks, but who may be sooner or later.

—The Boston *Advertiser* of the 20th ult. has the following:

The loss on the Merchants' bank building reveals one of the most singular incidents. A third of the upper story was rented by the board of fire underwriters, who lose about $4,000, on which there is *no insurance*. They were at the time, it is understood, tenants at will, at a nominal charge, but had paid $1,500 per annum before their lease expired, and yet the building itself was not insured. There is no question but that the building could have been insured at 90 cents for five years, but a pick of the best companies on the street could have been secured at 1 per cent. for five years, and at a fair valuation of $50,000 a premium of $500 would have certainly been a good investment. It suggests that the old saw, "Practice what you preach," would be a good thing to tack up where both the underwriters' executive committee and the bank directors could occasionally be reminded. The loss on the building will run very close to $25,000, and the loss on rents, etc., not less than $5,000 more. It will be about two months before the repairs are completed. The fire originated from a gas jet left burning in a water closet. A janitor slept in the building.

—John M. Dove, the secretary of the Liverpool and London and Globe insurance company, is expected to arrive in this city at an early day.

—Messrs. Ransom & Eldridge have published, in a pamphlet of eight pages, a tract entitled, "What is Returned?" This leaflet is worthy of careful perusal.

—The *Times* of Philadelphia, one of our brightest exchanges, is now published on Sunday. The Sunday edition is complete in all the departments of news, literature, politics, correspondence and criticism on all subjects of popular interest. It is an excellent paper, and may be introduced into the family circle with perfect safety.

—The National Board of Underwriters offer a reward of $500 for the detection and conviction of the incendiary who set fire to the carriage factory of Wilbur & Witpin, in Sandy Hill, N. Y., about two months since, when it was entirely consumed.

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—The insurance superintendent of New York state has at last published the report of his examination of the Brooklyn life insurance company. The official endorsement of the company was not needed to convince any one acquainted with the management of the company that it was sound to the core. Following is the superintendent's statement of the assets and liabilities of the company on December 31st, 1877:

ASSETS.			
Reale estate			$80,000.00
Bonds and mortgages			994,525.28
Stocks and Bonds Owned.	Par Value.	Market Value.	
U. S. bonds	$125,000	$133,437.50	
Brooklyn bonds	317,000	349,715.00	
Rochester bonds	37,000	40,700.00	
Buffalo bonds	30,000	33,000.00	
Kings County bonds	34,000	35,010.00	
N. Y. City bonds	40,000	40,000.00	
Totals	$583,000	$631,862.50	631,862.50
Collateral Loans.	Market Value.	Amount Loaned.	
Cen. National bank stock	$3,000	$5,900	
Lamar fire insurance company stock	2,100		
U. S. bonds	2,109		
Mechanics' bank stock	3,200	2,000	
Kings County bonds	1,075	1,000	
Mutual gas light company bonds	5,000	5,500	
Mechanics' fire insurance company stock	3,600		
Totals	$20,135	$14,400	14,400.00
Cash in bank and office			75,459.19
Premium notes, loans and liens			308,819.95
Net uncollected and deferred premiums			40,847.88
Interest due and accrued			27,856.37
Total admitted assets			$2,173,771.17
ITEMS NOT ADMITTED.			
Agents' balances			$14,282.90
Uncollected and deferred premiums and loans in excess of reserve			1,187.38
Total			$15,470.28
LIABILITIES.			
Net premium reserve on outstanding policies			$1,840,121.00
Unpaid losses and claims			55,638.00
Premiums paid in advance			6,977.00
Liability for surrender values			8,525.00
Unpaid dividends to policyholders			1,831.76
Total liabilities			$1,913,092.76
Surplus as regards policyholders			$260,678.42
Capital stock paid in			125,000.00

—Messrs. Whiton & Tredic have been appointed agents for New York city of the St. Paul fire and marine insurance company. Commendation of this company is unnecessary. Wherever represented it is known for its conservative management as well as for the fairness of its dealings. We congratulate the new agents in making a professional connection which will doubtless be as profitable as it is honorable.

—"We have a policy in our possession," says a trustworthy correspondent, writing from Evansville, Ind., "No. 1,837 in the People's insurance company, of Newark, on a four story metal roof brick building, with wooden cornice, adjoining similar building (the cornice extending over both houses), $5,000, for three years, premium $45. The building is in Evansville, Ind., in a block extending 300 feet on First street. The Fire Association got 75 cents. per annum for it last year, and now the People's write it for 90 cents for three years. Either the Fire Association charged too much or the People's don't charge enough. Which is it? Is it so much a matter of rates after all, especially when the property don't burn?"

—Stephen A. Walker, the referee appointed in the attorney general's suit for the dissolution of the Security life insurance and annuity company, has filed his report in the county clerk's office in this city. He allows claims against the company to the amount of $2,132,811.44. The funds in the receiver's hands aggregate $175,000. The referee orders the payment of a dividend of 7 per cent. on all allowed claims.

—The Mutual life insurance company has created quite a sensation by deciding to make a reduction of 30 per cent. on premiums received for new policies. The reduction applies only to the premiums of the first two years of new policies, or, rather, 30 per cent. of the first two annual premiums will be returned to the holders of the policies. An officer of the company thus explains the matter:

This is not precisely a reduction in premium rates. About five years ago the company determined upon lowering its rates, but the action met with so great opposition, not only from other companies but also from its own policyholders who had risks in other companies, that the scheme was abandoned. It was urged then that it would be better for the company and its policyholders to accept a less rate of premium rather than to return a large percentage in annual dividends. The same argument holds true to-day, and it is thought preferable to offer the benefits to new insurance, bringing new blood into the company, rather than to scatter the same money in increased commissions to agents. The company is opposed to paying large commissions to soliciting agents, and in consequence of the larger allurements held out by other companies finds great difficulty in retaining their services. Fully 95 per cent. of the business being done through these agents, this company has suffered somewhat in the past two years for lack of fresh insurance. The plan adopted has for its purpose the attraction of new business. By it no harm or injustice is done to the present policyholders, for the 30 per cent. allowance will be taken from a fund that has accrued from charges made in the purchase of policies. The company buys many policies, and in doing so deducts the cost to the company of getting another person in the former's place. This fund is applied now to its proper and legitimate function.

—The case of Mrs. Florence M. Gibbs against the Continental insurance company, which has been in the courts for several years past, was recently settled by the payment of Mrs. Gibbs' claim in full, which with interest, costs, etc., amounted to $6,500. It will be remembered that the trial of the case before a jury three or four years ago in Utica, N. Y., resulted in a verdict for the plaintiff. The case excited great interest at the time, the defence alleging that the plaintiff set fire to the house.

—The Boston *Advertiser* of the 20th ult. says:

The past week Mr. Johnson, the sub-manager of the Royal insurance company at the home office, Liverpool, has been making Boston his headquarters on a tour of inspection to neighboring cities and states. He will remain in this country about three months, going over all the principal points. Meanwhile Mr. E. A. Beddall, who is located in New York and gave a supervision of the whole business here, has gone to England.

—Dr. William Trevitt, of Columbus, Ohio, having expressed to the Union Mutual life insurance company a desire to visit the yellow fever districts in a professional capacity, President John A. DeWitt promptly sent to Dr. Trevitt the following communication:

UNION MUTUAL LIFE INSURANCE COMPANY,
DIRECTORS' OFFICE, Boston, Mass., Sept. 5, 1878.

WM. M. TREVITT, M. D., Columbus, Ohio.

Dear Sir,—We are in receipt of your favor of the 2d, and thinking that no time should be lost in the matter referred to, we telegraphed you that we desired to meet you in this matter by sending you a free permit, which we hand you herewith, and trust that your mission of mercy to the suffering people in the south will result in nothing serious to yourself, but good to others.

—A sub-committee of the Philadelphia common council adopted on the 16th ult. a resolution requesting the fire insurance companies doing business in that city to appoint a deputation to meet the committee to devise some plan by which the insurance companies shall pay some part of the expenses of the fire department.

—The Travelers' insurance company loses by the yellow fever at Memphis its agent, John G. Lonsdale, Jr., treasurer of the citizens' relief committee; also its medical examiner, Dr. John H. Erskine, health officer of Hartford. Mr. William A. Fairchild, treasurer of the Howard association at Vicksburg, who died of the fever, held a life policy in this company for $5,000.

—S. F. Covington has been appointed local agent at Cincinnati, Ohio, for the American Central.

An Established General Agent

For one of our largest Life Companies, will give an equal interest in his new business to a first-class Canvasser who will get business. Address, with references and record, P. O. Box 2,158, Philadelphia.

NEW YORK

UNDERWRITERS AGENCY,

175 BROADWAY, N. Y.

A. STODDART.....*General Agent.*

GEORGIA AND FLORIDA Parties wanting information about Georgia or Florida, should subscribe for the MORNING NEWS, published at Savannah, Ga. *Daily*, $10; *Weekly*, $2 per annum. Advertisers desiring customers in these States, should use its columns. *It is the best paper in the Southeast.* Specimen copies sent on receipt of 5 cents. Address, J. H. ESTILL, Savannah, Ga.

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CANADA LIFE ASSURANCE COMPANY,

HAMILTON, ONTARIO.

Annual Report by the Board of Directors, submitted to the Meeting of Shareholders held on the 10th of September, 1878.

The thirty-first Annual Meeting of the Company affords the Directors the opportunity of submitting the usual accounts and statements of the year to 30th April last, showing the transactions and the position of the Company at that date. These documents fully prove the continuance of that success which has for so many years attended the Company's operations, and the business of the past year having again exceeded that of any previous year, and of any other Company, well indicates the public confidence and satisfaction which the Canada Life continues to enjoy, and warrants the anticipation that as the improvement now happily apparent in the general trade of the country becomes fully realized, the long established and sound financial position of the Canada Life will still further attract to it the larger share of the best class of Life Assurance business in Canada.

Applications to the number of 1,892 for assurances of $3,315,088.50 were offered to the Company during the past year, but of these 121 for $221,700 were not, in the judgment of the Directors, such as the Company should accept. The number of policies actually issued was 1,642 for $2,908,238.50, an amount only exceeded last year in Great Britain by a very few of the strongest British Companies, which confined their operations solely to that country. The new premium income was $76,497.97, and the total premium receipts of the year were $512,561.37, making with the interest income of $188,651.92, a total year's revenue of $701,213.29.

The numbes of policies in existence at 30th April, 1878, was 10,605 (upon 8,988 lives) for assurances and bonuses, amounting to $17,655,907.22.

Claims by death for $245.179 were expected and provided for during the year, but as only 83 deaths for $163,567 actually occurred, it will be seen how largely the caution and judgment exercised in the selection of lives add to the profit and stability of the Company.

The safety, and the prudent and profitable investment of the Funds and Assets, which now amount to $3,320,371.38, continue at all times to receive the most anxious and careful consideration of the Directors; and the Auditor's Report along with that of the Committee certifying to the safe custody of the Company's securities is herewith submitted.

Upon an investigation of the position of the Company last year, and a calculation of its Reserves upon a standard of future interest at the rate of 4½ per cent. per annum, the Company had over and above that, and its capital and every liability, a profit-surplus of $99,285; and the Directors are much gratified to be able to add that upon a careful computation, as at 30th April last, that profit-surplus has been so greatly increased as to warrant the anticipation that the profits to be divided in 1880 will not fall short of the liberal average rate which the Company has hitherto given to its policyholders.

The usual Dividend at the rate of 15 per cent. per annum, upon the paid up Capital Stock has been paid, leaving at the Proprietors' Account at 30th April the Reserve of $96,064.23. (Signed) A. G. RAMSAY, *President*.
B. HILLS, *Secretary*.

RECEIPTS.

To Balance as at 30th April, 1877		$2,859,146.85
Deduct Premiums, etc., in Agents' and others' hands for collection, but unpaid at 30th April, 1877	$127,694.44	
Deduct Accrued Interest on Debentures, Mortgages, etc., but unpaid at 30th April, 1877	26,500.32	
		154,194.76
		$2,704,952.09
To Premiums received on new Policies and Renewals		511,605.73
Extra Risks		955.64
Fines		328.73
Interest on Investments, and profit on sale of Debentures, etc		188,328.19
		$3,406,165.38

PAYMENTS.

By Expense Account		$107,620.65
Liens on Half-credit Policies suspended, written off		9,298.11
Reassurance Premiums		2,730.79
Claims by Death		182,462.00
Cancelled (purchased) Policies		16,973.60
Annuities		648.00
Profits of Mutual Branch—"Bonus"	$11,601.80	
—"Cash"	6,103.49	
—"Diminution of Premiums."	25,867.04	
		43,571.83
By Dividends on Stock		18,750.00
Balance of Assets as per General Abstract of Assets and Liabilities		3,074,110.31
		$3,406,165.38

ASSETS.

Cash on hand $608.51, and in Banks $29,279.13		$29,887.64
Mortgages on Real Estate (value in account)		589,355.69
Debentures, value in account:		
City	$349,517.85	
Town	392,224.14	
County	359,860.44	
Township	358,796.59	
Village	151,613.47	
Harbor of Montreal	113,273.48	
		1,725,285.92
Bank Stock (Montreal)		34,000.00
Loans on Policies		169,681.10
" Stocks, etc		76,030.60
Ground Rents (present value)		25,104.19
Real Estate—Hamilton, Montreal and Toronto properties		180,000.00
Liens on Half-Credit Policies in force		241,643.12
Office Furniture		2,583.00
Suspense Account		539.05
		$3,074,110.31

OTHER ASSETS.

Cash in Agents' and others' hands, including Receipts held by them for Premiums, which have since been accounted for	$126,306.07	
Half-Yearly and Quarterly Premiums secured on Policies and payable within 9 months	94,653.29	
	220,959.36	
Deduct 10 per cent. for cost of collecting	22,096.00	
		198,863.36
Accrued Interest on Debentures, etc		47,397.71
		$3,320,371.38

LIABILITIES.

Capital Stock paid up	$125,000.00
Proprietors' Account	96,064.23
Assurance Funds	2,329,702.66
NOTE.—From this falls to be deducted $46,697.18 as it is paid, for claims not fully due, or for which claimants had not presented valid discharges at 30th April, 1878, nearly all since paid.	
Annuity Funds	6,259.77
Declared profits upon Mutual Assurances	487,291.67
NOTE.—From this falls to be deducted $6,954.21 as it is paid, for vested profits on the above unpaid claims, and "cash" and "diminution" profits unpaid at 30th April, 1878.	
Reserve Profit on Mutual Policies	29,791.98
	$3,074,110.31

AUDITORS' REPORT.

To the President and Directors of the Canada Life Assurance Company:

Gentlemen—I have completed the audit of the books of account of the Canada Life Assurance Company for the year ending 30th April, 1878, and find them to agree with the vouchers and the banker's balance (after deducting outstanding cheques) and to be in all respects correct and satisfactory.

The debentures, mortgages, and other securities held by the Company have been examined by me in detail, compared with the several schedules herewith submitted, and verified by the Investments Fund as represented in the ledger accounts to the above date.

The Statements of Receipts and Payments, Assets and Liabilities to the 30th April last, also submitted, have been examined with the ledger balances, and are certified as correct. I have the honor to be, gentlemen, your obedient servant,

(Signed) JAS. SYDNEY CROCKER, *Auditor*.

ADOPTION OF REPORT.

The President then said: Gentlemen,—The Reports of the Directors, the Committee upon Investments and of the Auditor, as well as the financial statements in reference to the Company in your hands, are each so clear and explicit, and contain so full an account of the Company's position and progress, that there is perhaps little occasion for much remark by me here as to them. I shall, however, be much gratified to give such further information or explanation as it may be cared to asked for. It will have been observed that the business has again exceeded all previous years in the Company's history, and a glance at the table attached to the printed Report in your hands will prove the remarkable prominence held by our Company. It will again be noticed also that the Canada Life transacted last year nearly twice as much new business as the largest amount obtained by any other company in Canada, and, as is mentioned in the report, among all the great British companies which confine their business solely to Great Britain, with its population of some thirty-four millions, there were but four of them, the Scottish Widows' Fund, the Scottish Provident, the Edinburgh Life, and the United Kingdom Temperance and General Company, which exceeded the new business done by the Canada Life in Canada, with a population of but 4,000,000. That, I think, is a very fair indication of the activity and zeal of your officers and agents, and of the large increase of public confidence which the Company enjoys. The total existing business of the Canada is over seventeen million and a half of dollars, or more than twice as much as that of the largest other Company in Canada. The assets or funds were increased during the year by about $450,000, and the year's average rate of interest was largely over the 4½ per cent. upon which the law regulating Life Companies requires their reserve to be based. This large interest margin upon the investments of the Company, now amounting to considerably over three million dollars, the favorable mortality attained by your Directors' prudent care in the acceptance of lives offering for assurance, and the moderate percentage of expenses of management, enable us to anticipate the continued favorable allocation of profits, such as have already added so much to the satisfaction of Policyholders and Shareholders, and to the popularity of the Company. And that it may be known that there is no halt nor cessation of such success and popularity, I may mention that up to to-day, during the now current year, since 1st May last, the death claims have been but about one-half of what they were on the same day last year, and the new assurances are again larger than in any previous year during the 31 years of the Company's business. These facts will, I am sure, be as gratifying to the meeting as they are to the Directors, the Officers and Agents.

As is mentioned in the report of the Directors, a careful computation of the position of the Company at the 30th April last was made, upon the basis of the rate of mortality known as that of the Hm. Institute of Actuaries (English) experience and interest at 4½ per cent. per annum, as prescribed by the Insurance Act of 1877, and the result of that test of the condition of the Company indicates the rapid and large increase of the surplus or profit over and above the reserve required upon the basis referred to, and over and above other full provisions for every liability. A large amount of the past new year's business has been upon the "minimum system" of assurances, which it will be remembered the Company adopted two years ago. The very moderate and even low rates of premiums by which assurances can now be effected by that system have proved admirably suited to the hard times through which Canada, like every other country, has unfortunately been passing, and the adoption of that system at such a time by this Company is one of the many evidences which have from time to time been given of the constant readiness and ability of the Directors to adopt every really useful and beneficial improvement or modification upon the Company's terms and practice. While alluding to the "minimum system," I take the opportunity of saying that I entertain no doubt whatever that at the division of the profits two years hence the policyholders upon that system will then be gratified by either very considerable profit addition to their policies or by still further reduction of their already moderate premiums, as they may have selected, It is now over thirty-one years since the Company began business, and during that time it met with such difficulties and dangers in its earlier youth as probably all new and young companies will find it difficult, if not impossible, to avoid or overcome, but the Canada having for so many years successfully surmounted all these difficulties and dangers, its future prosperity and stability are as assured as those of any human institution can be, and as the practice of life assurance becomes still more general, so that no head of a family and no man having others depending upon him will neglect the important duty of assuring his life, the business of this Company will, I have no doubt, go on in increasing volume, and with even increased prosperity. As I have before suggested, I shall gladly answer any question and give any information as to the Company's affairs, for the Board and myself feel that the more these affairs are known and understood the more satisfactory will they prove. I beg to move the adoption of the Report of the Directors.

Mr. F. W. Gates seconded the adoption of the Report, complimenting the management very highly on the continued success of the Company's operations.

The Report was then unanimously adopted.

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BRITISH AMERICA

ASSURANCE COMPANY, OF TORONTO, CANADA.

F. A. BALL.....MANAGER. | P. PATERSON.....GOVERNOR.

Managers Metropolitan District, SATTERLEE & SMITH, 81 Cedar Street.

WESTERN DEPARTMENT—Illinois, Indiana, Michigan, Iowa, Wisconsin, Minnesota, Colorado and Nebraska.

WM. ASHWORTH, General Agent, Chicago, Ill.

NORTHERN DEPARTMENT—New York, Pennsylvania and New Jersey,

C. L. STOWELL, General Agent, Rochester, N. Y.

EASTERN DEPARTMENT—Maine, New Hampshire, Vermont, Massachusetts and Connecticut,

WM. A. BEATTIE, General Agent, Boston, Mass.

SOUTHERN DEPARTMENT—

WALKER & BOYD, General Agents, Atlanta, Ga.

CENTRAL DEPARTMENT—Ohio, Indiana and Kentucky,

LAW BROTHERS, General Agents.

ALLIANCE

INSURANCE COMPANY, OF BOSTON.

Organized July 1st, 1875.

Cash Capital, ...$200,000.

GEORGE H. LONG, *President.* CHAS. R. HOWARD, *Secretary.*

Agencies in all the principal Cities.

Policies issued against FIRE losses ONLY.

North German Fire

INSURANCE COMPANY,

OF HAMBURG, - - GERMANY.

STATEMENT.

Showing the Condition of the Company January 1st, 1878.

Guaranteed Capital, (paid in or secured by Stockholders' Notes in hands of the Company)	$1,125,000.00
Called in and Paid Up Capital	$225,000.00
Reserve for all Liabilities (including Reinsurance)	120,915.40
Net Surplus (over all Liabilities, including Capital Stock and Reinsurance Reserve	114,375.00
Cash Assets	$460,290.40

DEPOSITED WITH THE NEW YORK INSURANCE DEPARTMENT, **$270,000, U. S. Bonds.**

UNITED STATES BRANCH,

No. 202 Broadway, - - New York,

C. KUHL, MANAGER.

CHAS. H. FORD..... .....GENERAL AGENT.

1851. THE 1877.

MASSACHUSETTS MUTUAL

LIFE

INSURANCE COMPANY,

SPRINGFIELD,..... MASS.

INCORPORATED 1851.

Assets, $6,421,777.01.

All Policies non-forfeitable by law of the State of Massachusetts.

E. W. BOND, *President and Treasurer.*
HENRY FULLER, JR., *Vice-President.*
AVERY J. SMITH, *Secretary.*
OSCAR B. IRELAND, *Actuary.*
DAVID P. SMITH, M. D., *Medical Examiner.*

COMMERCE

INSURANCE COMPANY,

OF ALBANY, N. Y.

ADAM VAN ALLEN .....President.
G. A. VAN ALLEN.....Vice-President.
R. V. DE WITT.....Secretary.

Capital Invested in United States Bonds.

Abundant Indemnity!

Low Rates of Premium!

Over $2,000,000 Losses Paid
Since Organization (June, 1859).

EQUITABLE ADJUSTMENT OF LOSSES!

PROMPT PAYMENT OF APPROVED CLAIMS!

POLICIES ISSUED AT

Home Office, No. 57 State St., Albany

And by the following Agents, viz.:

SKEELS & BOUGHTON, 176 Broadway, New York
THOMAS MAIR, 7 Exchange Place, Boston.
FARNUM, SHEPLEY & CO., 1 Custom House St., Providence.
C. W. PRESTON & CO., 245 Main St., Hartford.

NATIONAL LIFE

INSURANCE COMPANY,

Of the United States of America.

WASHINGTON, D. C.

CHARTERED BY CONGRESS.

Cash Capital,	**$1,000,000**
Assets, Jan. 1st, 1878	*$4,023,362.94*
Surplus, Jan. 1st, 1878	*1,300,314.83*

All this Surplus is security additional to the Reserve, which is calculated on a 6 per cent. basis.

Ratio of Assets to Liabilities ..148 *per cent.*

THE LARGEST CAPITAL OF ANY LIFE INSURANCE COMPANY IN THE WORLD.

Perfect Security. Low Rates of Premiums. Definite Contracts.

OFFICERS.

EMERSON W. PEET.....President and Actuary.
J. ALDER ELLIS. .....Vice-President.
JOHN M. BUTLER.....Secretary.
SAMUEL M. NICKERSON, Chairman Finance and Executive Committee.

J. W. BRAZIER, Manager,

155 BROADWAY.....NEW YORK.

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D. J. STAPLES.....President.
ALPHEUS BULL.....Vice-President.
GEO. D. DORNIN.....Secretary.

FIREMAN'S FUND

INSURANCE COMPANY,

San Francisco, California.

LOSSES PAID TO DECEMBER 1, 1877.

Alabama	$1,203
Connecticut	39,939
District of Columbia	3,861
Georgia	16,678
Illinois	665,390
Indiana	40,393
Iowa	49,140
Kansas	6,317
Kentucky	13,136
Maine	19,276
Maryland	4,930
Massachusetts	281,321
Michigan	42,247
Minnesota	13,409
Missouri	50,047
Nebraska	4,952
New Jersey	6,308
New York	368,297
North Carolina	2,745
Ohio	51,598
Pennsylvania	80,563
Rhode Island	31,714
South Carolina	20,914
Tennessee	1,142
Texas	28,460
Virginia	28,037
Wisconsin	42,835
West Virginia	3,021
	$1,917,813
California, Oregon and Nevada, to Jan. 1, 1877	1,329,125
Total	**$3,246,938**

SKEELS & BOUGHTON, Agents,
176 BROADWAY, - - NEW YORK.
THOS. S. CHARD, Manager,
23, 25 & 27 LA SALLE STREET, CHICAGO.

THE

WASHINGTON LIFE INS. CO.

OF NEW YORK.

CYRUS CURTISS,.....President.

ASSETS,.....$5,371,028.15
SURPLUS,..... 930,915.95

The *great* and *special feature* of the WASHINGTON is NON-FORFEITABLE DIVIDENDS, that hold policies in force though the premiums be unpaid. This feature is the right of the policy-holder, made so by the charter of the Company.

W. A. BREWER, JR.,.....*Vice-President.*
WILLIAM HAXTUN,.....*Secretary.*
CYRUS MUNN,.....*Assistant-Secretary.*
DR. B. W. M'CREADY,.....*Medical Examiner.*
E. S. FRENCH,.....*Superintendent of Agencies.*

Coal and Iron Exchange Building,
COR. NEW CHURCH & COURTLAND STS., N. Y.

1825. THE 1878.

PENNSYLVANIA

Fire Insurance Company,

OF PHILADELPHIA,

510 Walnut Street.

Capital, paid in Cash.....	$400,000.00
Reserve for all Liabilities, including Reinsurance.....	784,371.48
Net Surplus.....	520,109.88
Total Assets.....	$1,704,481.36

DIRECTORS.

JOHN DEVEREUX. DANIEL SMITH, JR.
ISAAC HAZLEHURST. THOMAS ROBINS.
THOMAS SMITH, HENRY LEWIS.
J. GILLINGHAM FELL, DANIEL HADDOCK, JR.
FRANKLIN A. COMLY.

JOHN DEVEREUX.....President.
WM. G. CROWELL.....Secretary.
JOHN L. THOMSON.....Assistant Secretary.

UNION MUTUAL LIFE INS. CO.

JOHN E. DE WITT, President.

Home Office, - - - - - - - - - - - - - Augusta, Maine.

DIRECTORS' OFFICE, 153 TREMONT STREET, BOSTON, MASS.

ASSETS, December 31, 1877, - - - **$7,891,671.67.**

Surplus over Liabilities at same date, New York Standard, - - - - $583,417.53.

All Policies issued after April 1, 1877, which shall have been in force three full years, will be entitled to all the benefits arising from the "Maine Non-Forfeiture Law"; or, if surrendered within ninety days after lapse, Paid Up Policies will be issued instead, if parties prefer.

Practical Results of the Maine Non-Forfeiture Law, passed Feb. 7, 1877, Illustrated by a Whole Life Policy, Issued at Age 30, and allowed to Lapse after the Payment of Three or more full Annual Premiums—Premiums having been paid wholly in Cash.

Premiums paid before Lapse.			Additional Time Under the Law.		Amount Due if Death occurs on Last Day of Extension					Insurance over the Premiums.
No.	Amount.	Age When Stopped.	Years.	Days.	Age at Death.	Amount of Policy.	Premiums and interest to be deducted. No.	Premiums and interest to be deducted. Amount.	Due Heirs.	
3	$681	33	2	212	36	$10,000	3	$759.87	$9,240.13	$8,559.13
4	908	34	3	170	37	10,000	4	1,041.38	8,958.62	8,050.62
5	1,135	35	4	133	39	10,000	5	1,339.18	8,660.82	7,525.82
6	1,362	36	5	100	41	10,000	6	1,655.36	8,344.64	6,982.64
7	1,589	37	6	67	43	10,000	7	1,990.05	8,009.95	6,420.95
8	1,816	38	7	26	45	10,000	8	2,340.74	7,659.26	5,843.26
9	2,043	39	7	328	47	10,000	8	2,477.51	7,522.49	5,479.49
10	2,270	40	8	236	49	10,000	9	2,843.77	7,156.23	4,886.23
11	2,497	41	9	114	50	10,000	10	3,205.85	6,794.15	4,297.15

DANIEL SHARP.....VICE-PRESIDENT.
J. P. CARPENTER.....SECRETARY.
HENRY D. SMITH.....ASSISTANT SECRETARY.
A. G. MILTON.....ACTUARY.
A. HUNTINGTON.....MEDICAL DIRECTOR.
NICHOLAS DE GROOT.....CASHIER.

Active Agents wanted. Apply to Directors' Office or to any Agency of the Company.

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ÆTNA

LIFE

INSURANCE COMPANY,

Hartford, Conn.

Assets, Jan. 1, 1878, $24,141,175.70

T. O. ENDERS, PRESIDENT.

W. H. BULKELEY,.....VICE PRESIDENT.
J. L. ENGLISH.....SECRETARY.
H. W. ST. JOHN,.....ACTUARY.
G. W. RUSSELL, M. D., CONSULTING PHYSICIAN.
J. C. WEBSTER,.....SUP'T OF AGENCIES.

The ÆTNA issues policies on all plans in general use, at unusually low cash rates, with annual cash dividends. It also issues RENEWABLE TERM POLICIES on a plan originally introduced by this Company, which furnishes insurance at the *smallest possible outlay of money*.

All policies non-forfeiting by their terms.

Desirable agencies can be obtained by applying to the Company's General Agents, or to the Home Office.

THE

BERKSHIRE

LIFE INSURANCE COMPANY,

Pittsfield, Mass.

Incorporated 1851.

Every policy is NON-FORFEITABLE, not only by its terms, but under the statutes of Massachusetts, which provide that, if the assured should, at any time, fail to pay premiums when due, his premiums already paid are *not forfeited* to the Company, but are used to *continue* his insurance for the FULL AMOUNT OF HIS POLICY, until they are exhausted or fully earned by the Company.

☞ Competent and reliable men wanted for General, District, and Local agents, for all unoccupied territory in the Eastern, Middle and Western States.

Send for plans and rates to home office.

WILLIAM R. PLUNKETT.....President
JAMES M. BARKER.....Vice-President.
JAMES W. HULL.....Secretary and Treasurer.
WILLIAM H. HALL.....Assistant Secretary.

FIRE ASSOCIATION

OF PHILADELPHIA.

Organized 1817.

WILLIAM T. BUTLER.....President.
A. LOUDON SNOWDEN.....Vice-President.
JACOB H. LEX.....Secretary.

ANDERSON & STANTON. Agents,
No. 152 BROADWAY, NEW YORK.

1849. "OLD and TRIED." 1878.

GLENS FALLS

INSURANCE COMPANY,

GLENS FALLS, N. Y.

R. M. LITTLE.....President.
J. L. CUNNINGHAM.....Secretary.
G. B. GREENSLET.....Ass't-Secretary.
R. A. LITTLE.....General Agent.

Organized under the NEW YORK SAFETY FUND LAW

37th Semi-Annual Statement, July 1, 1878.

Cash Capital	$200,000.00
Unadjusted Losses and all other claims	30,028.38
Reinsurance Reserve	270,738.53
Net surplus over capital and all liabilities	365,192.85
Cash Assets	**$865,959.76**

Full Statements, in detail, furnished on application.

VIRGINIA HOME

INSURANCE COMPANY.

JANUARY 1st, 1878.

Capital paid up	$200,000.00
Reinsurance Fund	33,617.40
Net Surplus	40,006.54
Total Assets	$273,623.94

D. J. HARTSOOK.....President.
B. C. WHERRY, JR. .....Secretary.
O. F. WEISIGER, JR.....Assistant Secretary.

OFFICE IN COMPANY'S BUILDING,

No. 1014 Main St., Richmond, Va.

GERMANIA

INSURANCE CO., NEWARK, N. J.

January 1, 1878.

Cash Capital	$200,000.00
Total Assets	$261,644.10

LIABILITIES.

Reinsurance Fund	$40,607.14	
Unpaid Losses and all other Claims	6,036.41	
Capital Stock	200,000.00	
Net Surplus	15,000.55	
		$261,644.10

JAMES M. PATERSON.....President.
JULIUS B. BROSE.....Secretary.

Incorporated 1849. Charter Perpetual.

SPRINGFIELD

Fire and Marine Ins. Co.,

SPRINGFIELD, MASS.

ANNUAL STATEMENT,

JANUARY 1st, 1878.

Cash Capital all paid in	$750,000.00
Reserves for all Liabilities, including Reinsurance	610,654.82
Net Surplus	292,098 25
Total Assets	$1,652,753.07

DWIGHT R. SMITH.....President.
SANFORD J. HALL.....Secretary.
ANDREW J. WRIGHT.....Treasurer.

New York Agency, 150 Broadway,
BIGELOW, COIT & PECK, AGENTS.

Western Department, Chicago, Ill.,
A. J. HARDING, GENERAL AGENT.

THE

MANHATTAN

LIFE

INSURANCE COMPANY,

OF

NEW YORK,

Nos. 156 and 158 Broadway.

NO EXPERIMENT,

BUT AN

ESTABLISHED INSTITUTION!

ORGANIZED A. D. 1850.

HENRY STOKES.....President.
C. Y. WEMPLE.....Vice-President.
J. L. HALSEY.....Secretary.
H. Y. WEMPLE, H. B. STOKES.....Ass't-Secretaries.
S. N. STEBBINS.....Actuary.

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THE

NEW ENGLAND

MUTUAL LIFE INS. CO.,

Corner of Milk and Congress Streets

BOSTON.

Accumulation $14,466,920.53

Annual returns of Surplus made upon the anniversary of Premiums falling due.

BENJ. F. STEVENS.....President.
JOS. M. GIBBENS.....Secretary.
W. C. WRIGHT.....Actuary
DWIGHT FOSTER.....Counsel.

KENTON INS. CO.

ORGANIZED IN 1867.

Statement, July 1st, 1878.

ASSETS.

Bonds, Mortgages and Stocks	$193,024.35
Real Estate and personal property	10,375.00
Collateral Loans and Bills Rec. for Inland Premiums	20,015.53
Due for Fire Premiums, Rents and from other insurance companies	17,571.54
Cash on hand and Interest accrued	7,636.58
Total Assets	$248,623.00
Liabilities—Capital Stock, all paid up	$150,000.00
Reinsurance Reserve and all other claims	69,287.82
Net Surplus	29,335.18
	$248,623.00

OFFICE IN COMPANY'S BUILDING,

N. W. Cor. Fifth and Madison Streets, COVINGTON, KY.

V. SHINKLE.....President.
GEO. COKER.....Secretary.

AGRICULTURAL

INSURANCE COMPANY,

WATERTOWN, N. Y.

Assets, January 1, 1878		$1,103,070.56
Liabilities, including Capital, unpaid losses and Reinsurance	$901,130.59	
Surplus	201,939.97	$1,103,070.56

Has been doing business over twenty-four years under the same official management.

INSURES

Dwellings and Farm Property only.

BRANCH OFFICE,

163 BROADWAY, ...NEW YORK.

JOHN A. SHERMAN, President.
E. F. CARTER, Vice-President.
ISAAC MUNSON, Secretary.
H. M. STEVENS, Assistant-Secretary.
H. DEWEY, General Agent.

CHARTER OAK LIFE

Insurance Company,

OF HARTFORD, CONN.

Incorporated A. D. 1850.

PURELY MUTUAL.

Appraised Assets	**$8,973,962.91**
Total Liabilities	**8,871,693.34**
Surplus	**102,269.57**

DIRECTORS.

GEO. M. BARTHOLOMEW, *President*...Hartford.
HALSEY STEVENS, *Secretary*.....
W. L. SQUIRE, *Ass't-Secretary*.....
WILLIAM FAXON.....
JOTHAM GOODNOW.....
ROWLAND SWIFT.....
ELISHA CARPENTER.....
E. J. BASSETT.....
D. W. C. SKILTON.....
S. R. McNARY.....
W. E. BAKER.....
C. G. MUNYAN.....
C. S. DAVIDSON.....
CLAPP SPOONER.....Bridgeport.
S. W. ROBBINS.....Wethersfield.
ALEX. STUDWELL.....New York City.
I. A. SHEPPARD.....Philadelphia.
D. L. BARTLETT.....Baltimore.
THOMAS A. LOGAN.....Cincinnati.
GEO. SHERWOOD.....Chicago.
E. O. STANARD.....St. Louis.

TRAVELERS

LIFE AND ACCIDENT

INSURANCE COMPANY,

OF HARTFORD, CONN.

Cash Assets, Jan. 1, 1878,.....**$4,453,000**
Surplus, Mass. Standard . 1,225,000
Life Claims paid, over.... 1,150,000
Accident Claims paid, over 2,900,000

Grants everything desirable in LIFE or ACCIDENT INSURANCE, on the stock basis, with ample security, at low cash rates, giving a definite and liberal contract, and promptly paying all honest claims.

JAS. G. BATTERSON, President.
RODNEY DENNIS, Secretary.
JOHN E. MORRIS, Assistant Secretary.

New York Office, Tribune Building.

Boston Office.....Cor. State and Kilby Sts.
Philadelphia Office .....112 So. Fourth St.
Baltimore Office.....Sun Building.
Chicago Office .....177 & 179 La Salle St.
Cincinnati Office.....249 W. Fourth St.
St. Louis Office.....St. Louis Life Building.
Cleveland Office.....No. 2 Public Square.

FAIRFIELD FIRE INS. CO.

South Norwalk, Conn.

Cash Capital	$200,000.00
Cash Assets, January, 1878	313,018.41
LIABILITIES.	
Reinsurance and all claims	$74,530.73
Net Surplus	38,487.68

W. S. HANFORD.....President.
H. R. TURNER.....Secretary.

T. S. TRUAIR, GENERAL AGENT,
Syracuse, N. Y.
A. T. SMITH, GENERAL AGENT,
156 La Salle Street, Chicago, Ill.

EQUITABLE FIRE INS. CO.,

NASHVILLE, TENN.

14th Semi-Annual Statement, January 1, 1878.

ASSETS.	Market Value.
United States bonds	$105,250.00
Railroad, county and municipal bonds	171,338.65
Cash in bank and in Company's office	16,450.64
Premiums in course of collection	17,321.39
Real Estate loan	693.71
LIABILITIES.	$310,994.89
Losses adjusted and unadjusted	$11,114.11
Reinsurance Fund	72,175.60
Capital	200,000.00
Net Surplus	27,704.68
	$310,994.89

Surplus as to Policyholders, $227,704.68.
Percentage of Assets to Liabilities, 8-73.

D. WEAVER.....President.
A. G. ADAMS.....Vice-President.
JOHN D. ANDERSON.....Secretary.
J. O. TREANOR.....Assistant Secretary.

WATERTOWN

FIRE

INSURANCE COMPANY.

WATERTOWN, N. Y,

Insures Residence Property Against

FIRE AND LIGHTNING.

January 1, 1877.

Cash Capital	$200,000.00
Cash Assets	725,819.08
Reinsurance Fund	433,602.72
Net Surplus	64,754.72

HON. WILLARD IVES,.....President.
U. S. GILBERT,.....Vice-President.
JESSE M. ADAMS,.....Secretary.
C. H. WAITE,..... General Agent

NEW YORK OFFICE,
81 Cedar Street,
SATTERLEE & SMITH, AGENTS.

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SCOTTISH COMMERCIAL

INSURANCE COMPANY,

Of Glasgow, Scotland.

Total Assets in the United States (of which $560,000 are in Government Bonds) $719,115
Reserve for Reinsurance and all other Liabilities 368,577

Net Surplus $350,538

[Home Office Statement for 1877 not yet filed.]

United States Branch Office, Nos. 40 and 42 Pine Street, New York.

E. W. CROWELL, W. T. READ,

Joint Resident Managers.

Western Department, St. Louis, Mo., WM. R. KERR, General Agent.

NIAGARA FIRE INS. CO.

201 Broadway, New York.

STATEMENT OF ASSETS, JANURAY 1ST, 1878.

Capital Stock $500,000
Liabilities, including Reinsurance 418,249
Net Surplus 450,330

Total Assets $1,368,579

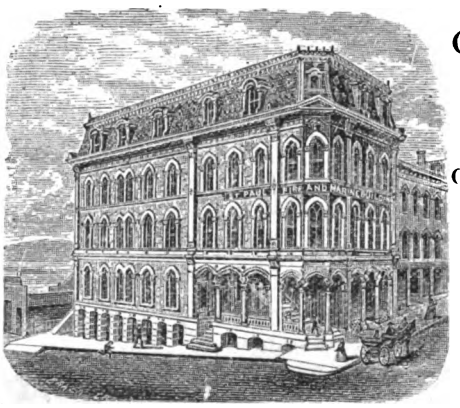
28 Years' Practical Experience.

Central Department—For States of.....Ohio, Indiana, Kentucky, Tennessee and West Virginia.
Messrs. SNIDER & LINDSEY, Managers.....*CINCINNATI, OHIO.*
Northwestern Department—For States of Illinois, Wisconsin, Minnesota, Iowa, Missouri, Nebraska, Kansas and the Territories. *Messrs. BEVERIDGE & HARRIS, Managers, CHICAGO.*
L. R. MORRIS, Manager. .....State of Michigan

Losses promptly adjusted by General Agents, and paid by their drafts on the Company.
P. NOTMAN, Vice-President and Secretary. HENRY A. HOWE, President.

THIRTEENTH ANNUAL STATEMENT, JANUARY 1, 1878, OF THE

ST. PAUL FIRE AND MARINE INS. CO.



C. H. BIGELOW, President. CHAS. A. EATON, Secretary.

ASSETS.

Cash Capital $400,000.00
Surplus 458,056.42

Total Assets $858,056.42

LIABILITIES.

Capital $400,000.00
Reinsurance Reserve 280,905.66
Unadjusted Losses 16,980.50
Commissions unpaid 7,994.18
Net Surplus 152,176.08

$858,056.42

Losses paid since organization of Company, $2,193,946.08.

New York Office, 179 Broadway, at Office of the German-American Ins. Co.

18th Annual Statement of the

EQUITABLE

Life Assurance Society of the U. S..

120 BROADWAY, NEW YORK,

HENRY B. HYDE, - - President.

For the year ending December 31, 1877

Amount of Ledger Assets, January 1, 1877		$30,416,719.90
Less Depreciation in U. S. Gov't. Bonds	$77,932.36	
Less Special Contingent Fund to meet any depreciation in value of Real Estate	322,897.09	400,829.45
		$30,015,890.45

INCOME.

Premiums	$7,066,650.49	
Interest and Rents	1,854,377.62	8,921,028.11
		$38,936,918.56

DISBURSEMENTS.

Claims by Death and Endowments	$2,074,127.52	
Dividends, Surr. Values and Annuities	3,160,149.24	
Total paid Policyholders	$5,234,276.76	
Dividend on Capital	7,000.00	
Agencies and Commissions	459,908.27	
Expenses and Extinguishment of future Commissions	662,042.11	
State, County and City Taxes	95,699.55	6,458,926.69
Net Cash Assets, Dec. 31, 1877		$32,477,991.87

ASSETS.

Bonds and Mortgages	$13,723,218.44
Real Estate in New York and Boston and purchased under foreclosure	6,286,744.94
United States Stocks	5,829,413.47
State Stocks, and Stocks authorized by the Laws of the State of New York.	3,238,068.91
Loans secured by United States, and State and Municipal Bonds & Stocks authorized by the Laws of the State of New York	1,953,206.00
Cash on hand, in banks and other depositaries on interest and in transit (since received)	1,106,340.52
Commuted Commissions	103,751.74
Due from Agents on Acc't of Premiums	237,247.85
	$32,477,991.87
Interest and Rents due and accrued	891,474.90
Premiums due and in process of collection	79,418.00
Deferred Premiums	578,860.00
Premium on Gold on hand	2,911.00
TOTAL ASSETS, Dec. 31, 1877	$33,530,655.77
Total Liabilities, including reserve for reinsurance of all existing policies	$27,330,654.00
TOTAL UNDIVIDED SURPLUS	6,200,001.77
Of which belongs (as estimated) to Policies in general class	3,610,082.77
Of which belongs (as estimated) to Policies in Tontine class	2,589,919.00

New Business in 1877, 6,609 Policies, assuring $20,712,795.

From the undivided surplus, reversionary dividends will be declared available on settlement of next annual premium, to participating policies.

G. W. PHILLIPS, J. G. VAN CISE, *Actuaries.*

We, the undersigned, have (in person) carefully examined the accounts, and have counted and taken an account in detail, of the assets and property of the Society, and hereby certify that the foregoing statement thereof and of the business of the Society is correct.

BENNINGTON F. RANDOLPH, JAMES M. HALSTED.
HENRY S. TERBELL, ROBERT BLISS,
THOMAS A. CUMMINS.
Special Committee of the Board of Directors.

JAMES W. ALEXANDER. .....Vice-President.
SAMUEL BORROWE.....Secretary.
E. W. SCOTT.....Superintendent of Agencies.

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The Chronicle.

A Weekly Insurance Journal.

VOL. XXII., No. 15. OFFICE, 145 BROADWAY. | NEW YORK, THURSDAY, OCTOBER 10, 1878. | J. J. W. O'DONOGHUE, Editor.

The Question of Rates in Fire Insurance.

At the twelfth annual meeting of the National Board of Fire Underwriters, held in April last, during the discussion on the question of rates Mr. George T. Hope proposed, among a series of resolutions, the following:

Resolved, That measures be taken to put before all companies transacting the business of insurance in this country the various subjects (other than as respects rates of premium) in which the companies have a common interest, and asking their coöperation as members of this board in securing these interests; and also that those of such insurance companies as are willing to coöperate as members of this board in the establishment of adequate and uniform rates of premium be requested to express such willingness.

It will be remembered that this resolution was lost by a majority of eight in a meeting of thirty members. The defeat of the resolution was owing to the fact that the question of making an endeavor to restore an adequate tariff was deemed of such paramount importance that it should not be excluded from the invitation, which sought to bring the companies to a better understanding on other questions of hardly less vital importance to the business. The resolution which was passed excluded all other subjects but that of rates, and what subsequently came of it need not be stated now.

We recall this incident as a sample of the overshadowing influence which the question of rates has in the wisdom of many of our most prominent underwriters on all other subjects appertaining to the practices of underwriting. Now that this question, to which the gravest importance is and must be attached, has been debated and discussed with unflagging zeal by the press, and by underwriters from the tyro in to the Nestor of the profession, to the almost total exclusion of every other subject, might it not be well to call a pause? It is true the problem is still unsolved; undercutting continues, inadequacy prevails, and the grim difficulty in the way of establishing an uniform tariff seems as great if not greater than ever. Recklessness has been criticised and roundly condemned; the inevitable results of allowing "outgo" to be larger than "income" have been made manifest time and again, without producing any apparent effect upon the seething sea of competition.

What, then, is to be done? Leave off *discussing* the question of rates and *deploring* the consequences of disastrous rivalries. The imprudence of one man, or a set of men, should not tempt a sane man to act as though he were a fool; on the contrary, such imprudence, which is sure to bring its true reward in due time, should strengthen an intelligent man in the conviction that he has a manhood to maintain. As it is with one man, so is it with companies. One company should not follow the bad practices of another. If it does it should hold itself alone responsible for the consequences. These are homely words, it is true; but nevertheless if the doctrine preached in them had been observed, the fire insurance business would not be in its present chaotic condition. The truth is that companies one after another descended from the plane upon which the most righteous professions were made and broken to the arena in which an insane scramble for business was progressing, and each took a hand in the affray. The rules and requirements so necessary for the safety of the business, and the guidance of those who are engaged in it, were and still are to a large extent ignored. The men who talk the truth are too weak to act it; they call aloud, as if in the agony of despair, that rates are ruinous; that the business is going, if not already gone, to destruction, and piteously plead for somebody to protect them from themselves. In all the clamor and strife, however, there are many companies whose representatives have clung firmly to sound principles and correct practices. These companies must get an adequate rate, and in order to get it they charge it and do business on the "one price" principle. They know what an adequate rate is, and they give an equivalent therefor in absolute indemnity. But the rate which is adequate for these companies proves wholly inadequate for those companies which fail to observe the recognized rules under which sound underwriting is practiced. A rate is not an adequate one because a local board has fixed it; nor because one or two or three companies have written policies at such a rate. A rate is adequate when it will, on the class of hazards named, pay all losses, all expenses, and afford a reasonable profit. How many of the companies which are now competing for business receive a rate that will conform to this definition? Let each company answer this question for itself. If companies are so reckless as to assume risks, unmindful of the A B C of underwriting, and regardless of the consequences of so doing, perhaps it would be best for the general business to remove every obstacle from their way, so that their self-destruction may be the more speedily accomplished. The companies whose operations are guided by competent and faithful men can calmly survey the present struggle, because they were born to live and they live not to die.

We say again, cease deploring inadequate rates; evil though it be, it will right itself. Watch carefully every detail of the business; stand guard over the expense account; see to it that the machinery runs smoothly from local to general and special—from surveyor to adjuster; and leave the scramble for business at inadequate rates to the "fools who rush in where angels fear to tread."

The Reduction of Premium by the Mutual Life.

That profound interest has been provoked by the recent action of the Mutual life insurance company it would be useless, were it deemed expedient, to attempt to deny. At no period since the memorable 30th day of November, 1872, when an announcement —not wholly dissimilar to that lately conveyed to its agents— was made by the same company, has so much importance been attached to any occurrence affecting the future of life insurance in this country. It is the all-absorbing topic of the hour—the subject of thought, conjecture and discussion with and among men remotely as well as intimately connected with the business. And

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this is because the officers and trustees of a stupendous financial institution have decided to turn from the beaten track which has led them to munificent success, and have selected a new course to pursue for a definite period in the future.

The importance of the step taken by the Mutual life cannot be magnified, neither should the step be hastily nor unfairly criticised or discussed.

We present below the only communications, so far as we are aware, that have emanated from the officers of the company on the subject:

THE MUTUAL LIFE INSURANCE COMPANY, OF NEW YORK,
140 to 146 Broadway,
NEW YORK, September 25, 1878.

To the General Agents:

We supposed our circular of the 19th instant sufficiently exhibited the motives of the company in accepting part payment of premiums for a limited term, as therein described; but further explanation being called for, we append the following summary of the reasons which have influenced us in the action taken—namely, the benefit of the existing as well as the future members of the company. Our offer should not be regarded by any policyholder as the admission of a new member to his detriment; on the contrary, it is to his advantage. It should be received as evidence of the conservative sagacity which has resulted in the accumulation of a larger surplus than ever before held by any such institution, and in addition a special fund, not made out of any existing policyholder, the accretions of which for the current year alone will in all probability be ample for the purpose intended.

After a life insurance company has become firmly established, if its tables of rates have been conservatively constructed, it may, if it see fit, decline to do new business or to use the ordinary agencies for procuring it; and its premium receipts on continuing policies will suffice, under judicious management, to pay every death claim as it matures. At the outset and for some years thereafter the duration of life among its policyholders being greater than the mortality called for by the tables, a surplus is created which may be returned to the insured as dividends. But as the ages of the insured increase the mortality increases also, the surplus diminishes and the dividends decrease.

This is the foundation of and justification for the expenditure of money belonging to the existing policyholders to procure new business. The entire agency system of all the life insurance companies in the country rests upon the fact that the introduction of new lives retards the progression of the death rate, thereby maintaining the annual surplus at an uniform or accumulating amount, and permitting the payment of dividends at an uniform or accumulating rate. But for the constant introduction of new lives, as above stated, the dividends must necessarily decrease. It is, therefore, to the pecuniary interest of the existing policyholders that their money should be used within reasonable limit, for the constant procurement of new business. How this should be done is, however, a question in which they are deeply interested. Two methods have been followed by sound and trustworthy companies. One is to pay large commissions to agents to stimulate them to greater activity in soliciting. The other is to allow a portion of the premium to the applicant as an inducement to present himself for insurance. Both plans in combination have been also used in life insurance, and in fire insurance the allowance of a rebate to the insured is almost universal. But which plan ought to commend itself most strongly to the moral sense as well as the pecuniary interest of the insured? Payment of their money in exorbitant amounts to agents, or giving some benefit directly to the new applicant who, by his entrance into the partnership, contributes his fresh vitality as a source of surplus to all? This is no new question. It has been long ago decided in favor of the latter practice by several, and by one in particular, of the oldest and largest companies in this country.

The Mutual life insurance company, of New York, has always opposed the payment of large commissions to agents, and if it has not hitherto made use of its financial strength to offer any inducements to the insurant it has not been because there was any moral or prudential objection, but because the appreciation of the public sufficed without it. But for several years the country has passed through a period of depression which has prostrated commerce, trade and manufactures, and paralyzed the productive energies of large masses of enterprising men of business. This company was not willing to spur the bleeding flanks of exhausted resources by the expenditure of money to agents sufficient to compensate them for overcoming the indifference of the community. It believed that when the crisis was apparently reached and passed better times would slowly come, and that then, and not till then, it would be prudent to recognize existing conditions and offer some help to those who were restrained by the all-mastering money question from providing insurance for their families. To that end it resolved that those persons who, by abandoning the company, ceased to further contribute to it funds, should pay for the procurement of sufficient new members to take their places. The justice, the equity hereof, is indisputable. While, therefore, it would have been competent for the company to pay from its surplus, without regard to the source from which it was derived, enough money to replace retiring members, it managed to so provide it that the proper contribution of its continuing members to the surplus funds should remain untouched. No money is taken from any existing policyholder, but funds derived extraneously, the accretions of which, during the current year alone, will be ample for the purpose intended, are now used for their benefit. This movement is in the interest of the present members of the company, but it will inure likewise to the benefit of every man who needs assistance to provide insurance for his family. It is no novelty. It is a simple administrative proceeding not differing in importance from the ordinary routine of business, and only made matter of moment by other institutions which may not have exercised sufficient forethought to be able to follow.

F. S. WINSTON,
RICHARD A. MCCURDY.

The circular above alluded to is as follows:

September 19, 1878.

To.....Agent.

Dear Sir,—The business of life insurance has sympathized so largely with the general condition of trade and commerce for the past two or three years that we have not been in heart to call upon you for any extra efforts, feeling that it appeared almost unreasonable. But now we want to see our agents fall into line promptly, and from this time evince the old spirit which placed the Mutual life at the head of the column. The officers and trustees of the company have a like desire. In order, therefore, to stimulate the business, and as a measure of substantial relief to such persons as at the present time may require help in payment of new policies of insurance upon their lives, we will temporarily, until further notice, receive as cash, in payment of premiums on new policies for the first and second years' annual premiums, without recourse, the drafts on us of the policyholders to order of the local agent or canvasser through whom the policy is solicited, to the extent of 30 per cent. of such first and second annual premiums on plain life policies, and 15 per cent. on all other forms, except single and five annual premium's policies.

It is assumed that persons able and willing to pay in one sum, or in five payments, do not require the accommodation which is intended for the aid of those who desire to protect their families by insurance, but are hindered by money considerations. The mode of procedure will be as follows: When you receive from us a new policy for delivery, you will collect from the insured 70 per cent. of the premium payable on delivery, in currency, and 30 per cent. in a draft of the following form:

No. 182,963. September 19, 1878.

Messrs.....

At sight, please pay to the order of.....seventy-nine dollars and fourteen cents. Yours truly, —— ——

$79.14.

In the foregoing draft the number to be inserted should be the number of the policy, the place and date should be respectively that where and when the payment is made; the payee should be yourself, and the signiture that of the person in whose favor the policy is made. The latter may be made by the insured signing as attorney where the beneficiary is other than the life insured.

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The company's receipt may then be delivered for the premium so paid, and returns and vouchers transmitted to us in due course. The usual commission on the full premiums will be allowed. On receipt of the full payment made as directed, we will stamp the draft "paid." The indorsement by you is without recourse, and if it should be necessary to satisfy the applicant that he will not be held liable for his draft, you may write the words without recourse before the signiture. *But do not do this unless it be absolutely required.* The blank draft to be used will be sent you with each policy forwarded for delivery, with the proper amount filled in. A similar course may be followed for the second annual premium. The third annual premium will return to regular rates less the regular dividend then awarded to all policies uniformly as heretofore. The object of the company in offering this plan is simply to infuse new vitality into the company, and the foregoing mode of payment will not be received on any changed policy, or on any policy where an existing one is surrendered at or about the time of application for a new one; where premiums are paid semi-annually or quarterly, the payments will be made running through the first two years in proportionate amounts.

We believe that this recognition of, and concession to, the prevailing stringency and uncertainty of the times must help the insuring public and the agents largely; that it should stimulate the latter to renewed and active efforts, and exhibit to the former the financial strength of the Mutual life insurance company, of New York, and its desire to use that strength for the benefit of its existing and future members.

When the number of lapses and surrenders grew to such proportions as to make it evident that the loss of contributing members must some day be repaired by the introduction of new lives at more than average cost, a fund was created from retiring members to which the existing policyholders have not contributed, and which is now made available and will be used for the purpose intended.

The money contributed by the existing members is consequently not taxed for the benefit of new entrants, as might otherwise be supposed, and the foresight of the management is made apparent.

The benefit to existing members will be in the enhanced addition to their dividends, resulting from the infusion of new lives and the corresponding diminution of the over average death rate thereby.

In presenting this matter to the public do not fall into the error of representng it as a discount, rebate or dividend in advance. No dividend is ever declared by the company in advance.

No charge is made against the policy or policyholder for any part of the premiums, and the whole of it is cash to the company.

We wish this plan to be put into effect by personal explanation and solicitation, and are confident that if you push it efficiently we shall be the gainers.

No advertising is permitted.

The duration of the system, except as to commitments for first and second years' premiums on policies obtained while it is in force, must depend on the vigor with which it is carried out by the agents. The plan is tentative; if results show that it is valued by the agents and the public, it will be maintained till better times prevail. If not, it will be withdrawn. We urge you to a prompt and faithful trial, and predict a gratifying result.

Applications for conversions on policies will be entertained as heretofore, but no commission will be paid except on such as may have been in process of adjustment prior to October 1st, 1878.

Life Insurance—Some of its Benefits.

Men acquainted with the soundness of the system upon which life insurance is based, and who have noticed from time to time the almost incalculable benefits conferred upon mankind through it, have been perhaps too slow in raising their voice to refute the slanders that have been heaped upon it. Thoroughly convinced that the attacks made by unthoughtful or malicious writers in the daily newspapers could only, if at all, but temporarily affect the business, many men have remained silent on the matter. It is not always well to be too confident, even though our confidence is rooted in the soundest of reasoning. We should give life to our faith by not only adhering to it, but also by defending it when necessary.

The managers of life insurance companies have not thrown themselves into the breach with enthusiasm to manifest their faith in and defend the interests of the institution which they represent. They have done little other than that of continuing in the even tenor of their way to distribute without parade or ostentation large sums of money for the support of the widow and the education of the orphan. This may have been the wisest, as it was doubtlessly the most dignified, course to have pursued. A business which has wrought so much good ought not to need a flourish of trumpets to proclaim that its defenders were in the field and ready to resist its assailants. But in view of the fact that the assailing party was chiefly composed of sensational newspapers—which make the opinions of a large number of men who do not think for themselves—it was necessary to dispute every inch of the ground. This the insurance press has done, and, speaking for ourselves, shall continue to do, until the last gun of the foe is sufficiently spiked. Every legitimate means should be utilized to prove that life insurance is precisely that which it is, and nothing more—namely, an institution which has not, nor never had, an equal in the glorious work of assisting those who most need assistance and protection—the widowed and fatherless.

The extent of the blessings which have been extended in the past through life insurance has been again and again set forth in THE CHRONICLE. The moneys which have been distributed through it in the recent past to relieve the necessities of those for whom the institution was established will be inferred from the payments made by eight New York companies during the six months ending the 1st of September last as follows:

1878.	MARCH.		APRIL.		MAY.		JUNE.		JULY.		AUGUST.	
	Death Losses.	Endowments.	Death Losses.	Endowments.	Death Losses.	Endowments.	Death Losses.	Endowments.	Death Losses.	Endowments.	Death Losses.	Endowments.
Equitable	$218,743	$7,000	$187,497	$53,008	$100,178	$100,241	$163,207	$44,536	$133,839	$32,247	$98,894	$48,214
Germania	49,159	21,338	51,908	11,930	42,587	18,574	72,409	....	33,514	5,000	20,059	11,205
Globe Mutual	14,101	32,906	33,396	21,500	94,764	10,961	30,810	10,935	32,597	32,665	29,358	9,062
Knickerbocker	60,310	8,462	47,548	12,054	47,393	12,705	49,800	3,900	8,516	20,300	31,179	13,693
Metropolitan	16,041	5,033	17,500	7,700	98,000	7,000	12,000	1,000	27,096	3,000	11,609	10,396
Mutual	257,412	205,243	233,963	184,100	199,892	213,422	290,019	223,816	283,704	207,519	247,091	176,848
New York	166,412	36,656	96,977	28,697	111,291	59,795	79,593	59,370	166,543	93,924	188,707	47,404
Washington	34,655	16,702	10,913	8,018	20,886	9,990	1,000	5,923	16,673	14,140	17,579	7,473
Totals	$809,893	$333,293	$739,636	$321,963	$568,931	$432,949	$698,838	$349,475	$702,472	$408,795	$644,476	$324,315

Grand total, six months, eight companies, $6,327,634.

These figures were compiled by a reliable authority for the New York *Journal of Commerce*, in which journal they appeared on the 1st inst., and they speak for themselves.

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Arbitration.

At the recent meeting of the Fire Underwriters' Association of the Northwest a thoughtful essay on the subject of arbitration, prepared by Mr. Joseph M. Rogers, of Chicago, assistant general agent of the Phenix insurance company, of Brooklyn, was read by Colonel J. M. Dresser, Mr. Rogers being unavoidably absent. We present the following copious extracts from the valuable treatise:

In the adjustment of fire losses we have two chief objects in view:

1. To pay the assured a *fair indemnity* for his insured loss.

2. To do it in such a way as to convince him of its fairness, and consequently to leave him reasonably satisfied.

There is, we presume, no respectable insurance company which desires to pay an honest loser a less sum than he is justly entitled to; yet owing to the fact that nearly, if not quite, all property owners, no matter how honest they may be, do over-estimate the value of what belongs to them, it very frequently requires the greatest ingenuity to convince them that their loss is small as it actually is. This tendency to over-estimate is noticed in the case of Germania fire insurance company *v.* Casteel, VII. *Law Journal*, p. 254 (April, 1878,) where the court says if the over-valuation "could be accounted for upon the hypothesis that it is merely the result of the general disposition natural in property owners to put a favorable estimation on their property, it will not affect the policy," and the principle is distinctly recognized by the courts in all cases where a defence is sought on the ground of over-valuation, and every adjuster knows how universally claimants over-estimate their losses after a fire. Hence, the aim in every honest adjustment should be not only to pay the claimant his loss, but to convince him of its fairness, or else he will always feel that undue advantage has been taken of him.

There are two ways of settling the amount of a loss amicably; one by mutual agreement, the other by arbitration.

If the adjuster has sufficient experience or knowledge of the peculiar property lost or damaged to determine the loss himself, it better accomplishes both objects to mutually agree with the claimant upon the amount of loss on each item specifically than to refer it to arbitration, as after a claimant has gone through the loss, and agreed upon each item, he must feel satisfied that the adjustment is a fair one. It is better to do this, even though the claimant may, in some cases, appear exorbitant.

Very frequently, however, it is impossible for the parties to agree, and when they cannot, the question of amount of loss or damage is a proper subject for arbitration. Aside from the policy or contract itself, an insurance company has no right to force a claimant into arbitration, though any proper question or questions may by mutual agreement be submitted, and no matter how broad the submission may be, if the arbitration has been properly conducted and an award rendered, it will be binding on both parties, if no fraud or misconduct has been exercised.

Nearly, if not quite, every policy has some clause or clauses providing for arbitration. These clauses are not, however, uniform, though each has the same object in view. We will direct our remarks more especially to what is known as the National Board form of policy, and will reasonably presume that every adjuster will, before attempting to enforce the conditions of any policy, take the trouble to make himself familiar with its peculiar provisions.

The three clauses in the National Board form bearing on the subject are discussed by Mr. Rogers as follows:

The first clause referred to relates by its items only to cases where personal property is damaged, and does not apply to property of a real nature, nor to cases of total loss. Whether in cases coming properly under this clause a claimant can maintain an action before an offer is made by him to appraise, we have some doubt. He certainly could not if the clause did not provide a settlement by mutual agreement. We are inclined, however, to think, if a claimant notifies the insurer or her agent of the loss, and proceeds to put his goods in order, and makes the inventory and furnishes same to the company according to the requirement of this condition, as the next step is to mutually agree, an effort must be made by the insurer to agree, and in case no agreement can be arrived at, it would be safe at least to notify assured to arbitrate or appraise.

The second clause referred to applies to any loss or damage, whether total or partial, and whether to real or personal property, but limits the finality of the award to the simple question of amount of loss or damage. Under the second clause it would not be safe to rely upon the want of notice from the assured to submit to arbitration as a bar to a suit, notwithstanding the third condition referred to. If the insurer or adjuster has made a *written* request to submit the question of amount of loss or damage to arbitration in a proper way, there is no question but that the failure or refusal of the assured to comply with the agreement would be a bar to any action which might be brought.

The third clause above referred to provides the remedy for a failure or refusal of assured to comply with the agreement, and makes this failure a good defence to any suit or action; and this clause has been sustained recently in several instances by the courts.

The "submission" is the agreement by which the questions in controversy are submitted. In order to prevent any confusion, we will explain that there are three kinds of submission, viz.: Submissions *pendente lite* or *lis pendens*, statutory submissions, and submissions *in pais*.

The former occurs during the pendency of a suit, and is always conducted by order of the court and with the advice of counsel, and hence does not call for our consideration.

Statutory submissions are made under and according to the statutes of a state. With these we have nothing to do.

Submissions *in pais* are made under the *common law* and not under a statute. It is this class of submissions we are now considering. The right to submit *in pais* exists, notwithstanding a statute of the state providing for submission together with form and the method of conducting same, and these statutes do not in any manner impair or modify the right of the submission *in pais*.

It is the practice of adjusters in submitting questions to arbitration to fill out a new agreement, which is technically known as the submission, in which are named the arbitrators, and which agreement, we may say, generally varies from the conditions of the policy to a greater or less extent.

This agreement will, of course, supersede the condition if it vary from it—that is, provided it is properly signed by proper parties competent to contract.

In case such agreement is made, no particular form is required, except that it should specify that a difference has arisen between the parties, and the precise question to be submitted should be set out, and any special or peculiar duties or powers should be stated, as arbitrators are in the nature of agents of parties, and have no authority outside of the submission.

This written agreement is, however, not necessary, as the policy itself sets out the question to be submitted, and at any rate the agreement may be by parol. If a claimant or insurer refuse to sign this written submission, the other party cannot compel him to.

If one party refuse to sign, but orally consents and nominates his arbitrators, this would have the same effect as to make a new submission in writing. If a claimant distinctly refuse to submit to arbitration, and this fact can be clearly shown, no notice to arbitrate is necessary, but it is always safest to serve a written notice on him, specifying that a difference has arisen, stating what the difference is, and requesting him to submit the matter to arbitration, naming a time and place when and where aribitrators will be chosen.

Reasonable time must be given the claimant to attend, and a reasonable place, but if the claimant attend without objection, this would waive all question as to time and place, even though the time and place are specified as then and there.

After touching upon the methods of choosing arbitrators, their relations to each other, and the manner in which the proceedings should be conducted, the writer deals with the question of award as follows:

The award is the final decision arrived at by the arbitrators. No

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special formula is necessary for this, and, in fact, it is not necessary that it should be in writing, though owing to the uncertainty and difficulty of proving oral awards, it is very much better that it should be in writing. The award must, however, conform to the requirements contained in the submission.

The award need not be itemized unless the submission require it, but it may be of one gross sum. In fact, we favor the method of returning the aggregate rather than the itemized statement, as the case will be much more closely buttoned up in this way. We say this because no case ever came under our observation where an insurance company was not willing to abide by the award, but we do frequently see cases where claimants seek to obtain more than is awarded them. They claim that some mistake appears on the face of the award—that some item is left out, however trivial or immaterial it may be—and thus gain a colorable right, either legal or moral, to set aside or add to it. When the award is in writing, or required to be, it should be signed by the arbitrators in the presence of each other. If there be three arbitrators they must all so sign, unless the submission provide that a majority may act, in which case an opportunity must be given the third to sign; and in case he fails or refuses to sign, it will be better to state in the award that the third had notice and opportunity to sign, but failed or refused to do so. So it is better for the award to state that "all the arbitrators heard the cause," though this may be proved afterwards if necessary. Yet, we are of the opinion that the recital of this fact shifts the *onus probandi* from the party who sustains the award to the one who attacks it.

If the submission provides for a time of delivery and publication the provision should be strictly followed. If it designates to whom, it should be returned to the person named; but if no one is designated it may be returned to either party demanding it, but each of the parties should be notified by the arbitrators, either verbally or in writing, of the award and what it is. Care should be taken to have this notice conform literally and strictly to the award.

The arbitrators having once made the award and delivered and published the same, their powers are at an end. They are the *functus officio*, and cannot change or withdraw it, nor can they even correct it, if there be palpable errors or blunders, as for instance in their calculations.

A court of equity would doubtless find some way to correct blunders apparent on the face of the award, but even then "the mistake must be such that no intrinsic evidence is necessary to establish it, and it must be really and not only a colorable mistake in computation. If it be a mistake in the principle upon which any part of the computation is based, it lies too deep to be reached by this principle." So says Lord Thurlow.

An award may be vacated for fraud or corruption or excess of authority, or for gross mistake, but as it is not our purpose to discuss the subject beyond the limits of its practice among adjusters, and as we are now at the threshold of the lawyer's province, whose domains we have neither the inclination nor ambition to enter, we will stop here, recommending to those who desire to pursue the subject further the excellent work of Morse on arbitration and award.

Is a Board of Insurance Brokers Desirable?

From the Coast Review.

It has come to be felt that no conservative plan for the establishment of adequate rates can be placed on a durable basis without some reform in the relations between the underwriters and the brokers. The high rate of commission paid to insurance brokers—a higher rate than is paid in any other business—and the facility with which persons without special training can enter into the ranks of the calling, are circumstances more conducive to its numerical strength than to its character for fitness. Nevertheless, there is in it a large majority who have adopted it on intelligent principles as a permanent profession, and this majority controls one-half or perhaps two-thirds of all the business that is done by the insurance companies. In constructing, then, a plan of action into which the influence of this large and better class of brokers must surely enter, it seems anomalous to ignore them as factors in the problem of successful arrangement. These brokers, as we understand it, are not averse to enter into a compact with a proper organization of the underwriters for the purpose of maintaining adequate rates of insurance, regulating the rates to be paid for commission, and preventing generally the periodic demoralization to which, without constant caution, the business of fire underwriting is always tending. Now that all the non-board companies, with the exception of one, have joined the board, it may be possible for this organization to utilize the disposition which the brokers are said to be evincing and to organize them, or assist in organizing them, in some auxiliary form. The nucleus of an organization to be called the Board of Fire Insurance Brokers has, we are told, already been formed, and around this, with some recognition and encouragement from the board of underwriters, will cluster the class of brokers which control the greater part of the insurance business. The brokers, no less than the underwriters, have suffered perplexities and losses from the want of some general tariff of rates, and they begin to see, or have seen for some time, that periods of demoralization, while raising the rates of commission, decrease the volume of premiums on which commission is to be collected, and render their connection with their customers of a precarious nature. In a general scramble for unrestricted business some individuals, generally those of the less reputable sort, find their account; but they in time are displaced by sharper or more unscrupulous competitors, and in the end there is general confusion and insecurity. The connection of a broker with his customer, or patron, if that expression be preferred, is somewhat in the nature of property, and no property owner would reasonably desire to barter the security of his possession for the chance of acquiring by general disorder the possessions of his neighbors.

The objects to be sought by the establishment of a board of insurance brokers are the maintenance of the rates fixed by the board of underwriters, the regulation of commissions and collections, and the elimination from the brokerage business of all persons not admitted as board brokers. A part of the compact between these brokers and the underwriters will be that no commission shall be paid to any person outside of the brokers' organization. The practice of paying commissions to clerks and poor relations of property owners, to mining secretaries, savings bank presidents, and others who take up the brokerage business as a temporary expedient is unjust to the broker proper, or if not so, it is inexpedient in view of the interests of the insurance business in general. The board of insurance brokers will assist the underwriters in the collection of premiums by stringent rules limiting the time of grace to be given to the insured. The present lax system of credit, in which all the convenience is on the side of the insured, has entailed considerable loss on the insurance companies or on their agents. As the existence of the board of insurance brokers will depend on the reputation of its members, none but persons of fair repute will be admitted to membership, and thus in a short time the discredit which the interloping brokers before referred to have cast on the profession will be entirely wiped out. Against these interlopers, who have been engendered in hordes by large commission rates and by the undercutting of those of the companies which were until lately beyond the restrictive jurisdiction of the board of underwriters, the board of insurance brokers will seek protection from the companies, and in return will use their influence among the insuring public to keep the business of insurance on a safe and profitable footing. It might also be arranged that no commission should be paid to brokers for business from interior places in which the insurance companies have regular agents. Probably in every other business agents are protected by a similar provision.

These suggestions in regard to the board of brokers embody principally the brokers' views, and we are well aware that in the board of underwriters there are objections to the proposed organization. Should these objections prove insuperable, some middle measure may be devised to effect the contemplated reform by regulations applied to individual brokers. The objections made by some members of the board of underwriters that the plan of a brokers' board had been tried in New York and had failed, is, we think, without sufficient merit. The difficulty of effecting harmonious action among the numerous companies doing business in that large city may have caused the failure, and there may never

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have been there the favorable conditions for reform which exist here at the present moment. The tendency of California to conservative combinations has been noticed by our foreign visitors, and this tendency may set aside obstructions here which are irremovable elsewhere.

Law Reports.

NOTES ON INSURANCE CASES.

—The court of Queen's bench at Montreal recently rendered several important decisions in insurance cases:

Aitkin (plaintiff below), appellant, and the National insurance company (defendants below), respondents. Dorion, C. J.—The action was brought upon a policy of insurance issued by respondents on a saw mill and machinery situated at Acton. There were a number of pleas, one of which was that it was not disclosed at the time of the insurance that the saw mill contained a planing machine, and that this planing machine increased the risk; that this was a material fact which it was incumbent on the insured to disclose, and that the concealment of it rendered the insurance null and void. Another plea set up that it was one of the conditions of the policy that the mill, which was a steam saw mill, should not be worked by night without the written permission of the company being obtained. There were also pleas of overvaluation, etc. The court below dismissed the action on the ground that the insured had not disclosed that there was a planing machine in the saw mill, and that this was a material fact, the risk being thereby increased. It appeared that Mr. Johnson, who owned the mill, had an insurance in the Canadian Mutual, and his agent went to the National and asked them if they would take it, as the Mutual was giving up business. The National took over the risk without a new application being filled in. The original application was produced, and the planing machine was there described, but there was no evidence that the company, defendant, ever saw that application. There was no fraud to be imputed to Mr. Johnson, but where a material fact is not disclosed the insured could not recover. The court was of opinion that the risk was materially increased by the fact that the planing machine was in the mill, and there was also the fact that the mill was worked at night without the consent of the company. On both grounds the judgment was right, and it must be confirmed.

—The London and Lancashire life assurance company (defendants below), apellants, and Lapierre (plaintiff below), respondent. Ramsay, J.—This was a case in which the respondent insured the life of a debtor for a larger sum than was actually due him. He did so in ignorance that such extra insurance was invalid, and having discovered his error, he sought to recover the premium which he had paid on such extra insurance. There was no question of fraud; both parties, in the opinion of the court, knew that the risk did not exist, but both were ignorant of the law. The court, therefore, would order the proportion of premium paid on the sum insured in excess of the insurer's interest to be returned. The judgment would be confirmed.

Dorion, C. J., said it appeared clearly that neither of the parties knew the law. Lapierre thought he could insure for more than his interest, and the insurance agent stated positively that he did not think it was against the law. The error of the law in this case was the same as an error of fact, and the excess of premium was recoverable. Pothier laid down the rule clearly. The judge in the superior court dismissed the action on the ground that it was not proved that the premium on the lesser sum would be proportional. But if it was not so it was for the defendants to have shown that it was not. The judgment in review reversed the judgment, and the review judgment would be confirmed.

—Lafleur *et al.* (contestants below), appellants, and Citizens' insurance company (*tiers saisis* below), respondents. Dorion, C. J., dissenting.—A man named Limoges went to the Citizens' company and insured his property for one month. He got a receipt for the premium, which stated that he was insured for one month, subject to the conditions contained in the ordinary policies issued by the company. On getting the receipt he asked the clerk for a policy, but the clerk replied that it was not usual to issue policies for short dates. Limoges then went away and effected another insurance at the Royal Canadian. He gave no notice to the Citizens' company of this insurance. Three days afterwards a fire occurred. His creditors, the appellants, having attached the insurance money, the company declared that they owed Limoges nothing, and when the declaration was contested they pleaded that by one of the conditions of their policies the insured was bound to notify them of any insurance existing elsewhere. The question was whether the insured was bound by the usual condition of the company's policies where no policy issued. His honor thought he was and that the judgment should be confirmed. Limoges did not ask to see the condition; he asked for a policy. The insurance must be held to have been effected subject to its usual conditions.

Monk, J., also dissenting, entirely concurred with the chief justice.

Cross, J., said the case was one of delicacy and had given the court a good deal of embarrassment. The party fairly insured his property, and he insured in ignorance of the conditions. He asked for a policy that would have apprised him of the conditions, but the company said it was not usual to give any for short risks. But the company pleaded the condition, which it was impossible for him to fulfil—that is to say, that insurances elsewhere must be endorsed on the policy. When they did not issue a policy, how could these insurances be endorsed on it? His honor thought the company by not issuing the policy must be held to have waived the condition. The equity of the case supported the view of the majority of the court.

Ramsay, J.—The question was whether this cancelled stipulation, by which a man was to be deprived entirely of his indemnity, was to be put in force. The case appeared to be one of great simplicity. The judgment of the court below rested on the most specious ground. It said, you have signed a contract by which you were bound by certain conditions; therefore, you are supposed to have known those conditions. The company referred in the receipt to the conditions of their ordinary policies; this receipt was proved to be ordinary policy for short risks. His honor did not see that the court should go to an unsigned paper to look for the conditions.

Judgment reversed.

Fractional Currency.

—A fire supposed to have been of an incendiary origin broke out on the night of Saturday last in the Passaic rolling mill at Paterson, N. J. The burned portion of the mill was valued at $40,000. The insurances involved are as follows:

London Assurance	$2.500
Imperial	2,500
North British	2.500
British America	2.500
New Brunswick, N. J	2.500
Citizens', N. Y	2.500
People's, Newark, N. J	2,500
Westchester, N. Y	2,500
People's, Trenton, N. J	2,500
Fire Association, Philadelphia	2.500
Manhattan, N. Y	2,500
Shawmut, Boston	2,500
Lancashire	5,000
Queen	7,500
Liverpool and London and Globe	7.500
Total	$50,000

—Waukesha, Wis., has been warmed by a recent fire into sufficient enthusiasm to raise a tax of $7,000 for the purchase of a steam fire engine. At least, the inhabitants at a special election held on the 1st inst. decided by a vote of 301 to 95 that said tax ought to be imposed.

—On the 3d inst., in the United States circuit court at Trenton, N. J., the jury in the case of Almira Walters against the Mutual life insurance company, of New York, in which the payment of a policy on the life of complainant's husband was resisted on the ground that he forfeited his policy by committing suicide, came into court with a verdict for Mrs. Walters for $2,674.50, the whole amount of the policy with interest.

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—In Washington, D. C., during the month of September there were eight fires, involving a total loss of $5,800, on which full insurance was held.

—The committee appointed by the common council of Richmond, Va., to visit Chicago during the recent firemen's tournament and report what improvements were advisable to be made in the fire department of their own city, have made some good suggestions, which should be promptly carried out. Among the recommendations made by the committee these may be mentioned: To organize the fire department by doing away with the board of control and commanders, leaving only a foreman at the head of each company, and to add three assistant engineers, to be known as the first, second and third assistant engineers, who shall reside in separate fire districts, and according to rank exercise all the authority and perform all the duties of the chief in his absence; that when additional hose is required the best oak-tanned leather hose should be purchased; and that as a matter of economy an increase should be made in the number of fire hydrants, each to have two outlets.

—The following is a list of the insurances on Steck's piano factory, Thirty-fourth street, damaged by fire on the 7th inst.:

ON BUILDING.

Relief, New York	$1,500
Guardian, New York	1,500
Franklin, New York	1,000
Lenox, New York	1,000
Lancashire, England	2,500
Merchants', Newark	1,500
People's, New Jersey	1,500
Newark City, N. J	1,500
La Caisse Générale, (French)	3,000
Total	$15,000

ON STOCK AND MACHINERY.

Fireman's Fund, California	$2,500
Hartford, Connecticut	2,500
Meriden, Connecticut	1,000
Security, Connecticut	2,500
Amazon, Ohio	2,500
Springfield, Mass	1,500
St. Joseph, Missouri	2,500
Phœnix, Connecticut	2,500
Manufacturers', Mass	2,500
Providence-Washington, R. I	1,250
Ætna, Connecticut	2,000
Virginia, Virginia	2,000
Williamsburgh City, N. Y	2,500
Hamilton, New York	2,500
Importers' and Traders', New York	2,500
People's, New York	2,000
Star, New York	2,500
Hoffman, New York	2,000
Total	$39,250

Of the insurances on stock and machinery $36,050 is on stock and $3,200 on machinery. The loss cannot at this date (Wednesday) be estimated with any degree of certainty. The owner of the premises, however, places it at $50,000.

—Messrs. James S. Carpenter & Co., general agents of the Connecticut Mutual life insurance company at Memphis, Tenn., have been obliged, owing to the prevalence of yellow fever in that city, to temporarily remove their office to Louisville, Ky.

—Since it appears that our insurance commissioners are not able to arrest disease and corruption in their early stages, and that their treatment never results in aught but death, we think there is ample room for conventions and discussions of the principles and methods they have hitherto pursued.—*Mail.*

With scarcely an exception, our exchanges, be they daily papers or insurance journals, echo this sentiment, and indorse this condemnation of state supervision of insurance. Almost without exception, the leading underwriters who are the readers of and advertisers in this paper indorse its course upon this question. It is too late, therefore, to say, as has been so often said, that the people desire this supervision, and that all honest underwriters court it. The daily press speaks for the public, and we speak for the honest and intelligent underwriters, who, whatever may have been their convictions in its inception, have had such disagreeable experience of its practice that they are now, almost to a man, ready to cry, "Away with supervision!" And the short paragraph above tells the whole story of its failure. It does not discover the disease until the patient is past remedy, and its treatment always results in death. And the worst of the whole matter is, it is not the fault of the administrators. The fault is in the system itself. The principle is wrong. There is only one way—there never has been but one way—to govern the human race, and that is by a system of rewards and punishments. State supervision substitutes for this a guardian who is to take the matter in charge, and see that the business is conducted properly. The responsibility and the guerdon of success, as well as the punishment for failure, has been taken from the underwriter. Our admirable system of state supervision was to take the place of laws for punishing embezzlement and fraud; our admirable reserve laws—every one of them a lie—were to take the place of business knowledge and sacagity. Under such a system, rogues and imbeciles began to run insurance companies, and the result was the same to the public in either case, the only difference being that the rogue pocketed the money while the imbecile lost it. The commissioners were not smart enough to catch the rogues until it was too late to save the money, and they never suspected the good-natured imbeciles until their corporations went into bankruptcy. It is surely time to call a halt. —*Insurance Journal.*

—The most necessary precautionary measures to be taken with regard to explosions in flouring mills, is thus defined by Gustav Behrns, C. E., in the last number of the *American Miller:*

The first and most obvious of these is never to have the dust rooms or other apartments where there is flour in a loose state in the same building with the mill-stones, if the customary dangerous system of exhaust is used. So, also, the dust of the mill should not be allowed to collect, but should be swept up daily and removed, so that in case of an explosion it may not, by being thrown up and diffused in the air, create further explosive conditions. But yet the question remains, and it is not solved by these measures, how to prevent the production of these sparks, or if their production cannot be avoided, how they can be robbed of their dangerous character? So long as mill-stones are employed for making flour, it is absolutely impossible to avoid making these sparks in the operation of flouring; but by employing a proper system of ventilation upon the mill-stone, their advance into other parts of the mill can be wholly cut off, and their power for mischief consequently destroyed. With the solution of this problem the chief causes of mysterious or spontaneous explosions and fires in mills are removed.

—The insurances involved in the loss of the Gregory house, Lake Mahopac, N. Y., recently destroyed by fire, are as follows:

Atlantic	$2,500
Capital City, Albany	1,250
Empire City, N. Y	1,250
Equitable, Tenn	1,250
Equitable, R. I	2,500
Exchange, N. Y	1,500
Fairfield, Conn	1,000
First National, Mass	1,250
Fire Association, Pa	2,500
Hamburg-Bremen	2,500
Howard, N. Y	1,500
Irving, N. Y	2,500
Insurance Company of North America	2,500
Lafayette, N. Y	2,500
Lamar, N. Y	2,000
Liverpool and London and Globe	8,200
Manhattan, N. Y	2,500
Meriden, Conn	1,500
Produce Exchange, N. Y	1,500
Pennsylvania	2,500
Providence-Washington, R. I	1,500
Royal, England	2,500
Standard	2,750
St. Joseph, Mo	2,000
Security, Conn	1,250
Tradesmen's, N. Y	1,500
Toledo, Ohio	1,500
Union, Texas	1,500
Westchester, N. Y	2,500
Total	$61,700

On furniture—Home, $2,500; Commercial Union, $5,000; Amity, $1,000; Firemen's, of Baltimore, $1,000; Citizens', of Missouri, $1,000; North German, $2,500; Transatlantic, $2,500; Columbia, $2,000; Alliance, $2,500. Total, $20,000. On supplies, $750 in Firemen's, of Baltimore, and Citizens', of Missouri.

—By a typographical error we were made to say in last week's CHRONICLE that since the rating functions of the National Board had been abandoned "rates were on an average more than 150 per cent. less." It is hardly necessary to say that *50* per cent., and not 150 per cent., was the statement that was intended to have been made.

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—A case of considerable importance to fire insurance companies was tried before a jury in the United States district court at Brooklyn on the 4th inst. The suit was brought by William R. Grace against the American Central insurance company, of St. Louis. The facts in the case briefly stated are as follows: On or about September 26th, 1877, John D. Carroll, local agent for the aforesaid company, and who was authorized to deliver properly executed policies subject, however, to the willingness of the company to carry the risk covered by them, delivered a policy for $5,500 to F. H. Anthony & Co. on the property of the plaintiff. F. H. Anthony & Co. were brokers, acting through another broker for the plaintiff, and after delivering the policy to them Mr. Carroll forwarded a report of the transaction to the general agents of the company in New York—Messrs. Monrose & Mulville—who promptly notified him that the company would not carry the risk, and that the policy had been cancelled. On October the 5th, 1877, Mr. Carroll called upon F. H. Anthony & Co., and notified them of the decision of the company, and requested them to surrender the policy, and they promised to do so on the next day. On the morning of October 6th Carroll again saw F. H. Anthony & Co., and they promised to forward the policy to him during the afternoon. Late in the day, or about 5 o'clock in the afternoon, Carroll again sent to the office of Anthony & Co. for the policy, and some person in the office stated that it would be returned on the morning of Monday, October 8th. Before that time arrived, however, a fire had occurred at the lumber yard of the plaintiff, and the damage was estimated at $5,157. The fire occurred on the morning of Sunday, and plaintiff, through Messrs. Anthony & Co., gave defendants notice of the loss. Before the fire no premium had been paid, but on October 8th when plaintiff forwarded a proof of loss, he at the same time tendered payment of the premium. Defendants declined to receive it, on the ground that it had not been earned, and the further ground that the policy was not in force. Judge Benedict, who tried the case, directed the jury that as Anthony & Co. were the accredited agents of the plaintiff, and Carroll the accredited agent of the defendant, the question for decision was whether the verbal understanding had between Anthony & Co. and Carroll with regard to the return of the policy and its cancellation was sufficient to relieve the defendant from liability. At the adjournment of the court the jury were directed to retire, and if an agreement was had to hand into court a sealed verdict. On the following morning the sealed verdict when opened was found to be for the defendants. The American Central deserve to be congratulated on the result of the contest, and the more especially because the chief reason its representatives had in declining the risk was the inadequate rate offered.

—Gentle reader, be not startled! The Chicago marine insurance pool is again anchored. Early on the 3d inst. it appears the local agents at Chicago of the Orient Mutual insurance company expressed their willingness to adhere to the rules of the local board. The board was thereupon convened, and the rates for October were reëstablished as follows: To Montreal, $2.50; Ogdensburgh, $2; Oswego, $1.75; Buffalo, $1.50; Godrich, $1.40; Sarnia, $1.25; Collingwood, $1.40. All net. Add 10 per cent. for B 1 sail vessels.

—L. A. Pires, general adjuster, has removed his headquarters from Shreveport, Louisiana, to Dallas, Texas. Mr. Pires has been in the insurance harness for the past thirteen years, during which time he has represented and served many of the leading companies.

—The Ætna life insurance company has paid death losses during the month of September to the amount of $82,826.51. The matured endowments paid for the same month were $31,556, making a total payment from January 1st to October 1st of $1,440,567.99.

—The Chicago Protection life insurance cases came up before the criminal court in that city on the 4th inst., on a motion of defendants' counsel for a more specific bill of particulars. The court overruled the motion, holding that the present bill of particulars was ample. This constant stirring of the cesspool in which the rotten skeleton of the Protection frauds is immersed without the accomplishment of any useful purpose makes one feel that it would be more conducive to public decency to allow the indicted rascals to escape untried and unpunished. It would seem that the delay in bringing to justice these men, and the numerous motions for bills of particulars, amended bills, postponements, etc., were intended to intensify the disappointments of the deluded and defrauded policyholders of the defunct concern. Why the indictments have not long since been tried or quashed seems an unanswerable question.

—The proposal made by the common council of Philadelphia to the insurance companies doing business in that city, and which was recently referred to in THE CHRONICLE, has been very properly declined. Indeed, it was too absurd to have been entertained for a moment. The scheme was practically to this effect: The insurance companies were to undertake to pay the cost of conducting the fire department, while the common council was to have complete control of its management. Atwood Smith, general agent of the Liverpool and London and Globe insurance company, and president of the Philadelphia fire patrol, who was one of the gentlemen present at the joint meeting of the committee of the common council and the representatives of the insurance companies, in replying to the gentlemen who had conveyed the extraordinary proposal, said:

> That when he received the committee's circular he remarked, "This means taxation." He did not believe that councils were ready to give to the insurance companies the appointment of over five hundred men and the disbursement of over $400,000 a year. "It means that we shall furnish the money and that councils shall furnish the men. Foreign companies, such as I represent, are already taxed 3 per cent. on gross premiums for the privilege of doing business in this state. Your insurance commissioner says this is unjust, and he shows that it is a tax of 30 per cent. on net premiums. To maintain the fire patrol costs us 1 per cent. on gross premiums, or $25,000 in round numbers. To maintain the fire department would be an additional tax of 10 per cent. We do not feel disposed to offer anything for the support of the fire department." To a request for suggestions as to the best way to increase the efficiency and reduce the expenses of the department, Mr. Smith said that they had seen and been apprised by the newspapers of many defects in the department, but he declined to go into that subject except in a secret meeting from which the reporters should be excluded. Under those conditions he had no doubt that many gentlemen would be willing to give the committee the benefit of their experience and observation.

Here the matter ended.

—"An agent of the Travelers' insurance company, of Hartford," says the *Travelers' Record*, "received a man's application for a life policy for $1,000. The policy was written, but the applicant was not ready to take it. His wife was opposed to it, and he put it off. The agent paid the first quarterly premium at his own risk, and held the policy for him. The second quarter came, and still he was not ready. The policy was suffered to lapse, and, of course, became null and void. A short time thereafter the man died of diphtheria. After the funeral his wife and father came to the agents to inquire if the premiums had been paid, the father saying that if he had known of such a policy being applied for and issued, he would willingly have made the payments. But the policy was already cancelled, after having been held longer than could be reasonably expected of any company. While all must deplore the sad result, the loss to the family through the husband's procrastination, it should be borne in mind that life insurance is a business and not a charity. Its inestimable benefits are open to all who comply with the conditions, which are plain and easy—much easier indeed than many burdens that are more willingly undertaken. We commend the lesson to such as are exposed to the treacherous spell of procrastination."

—A return has been issued of the results of the business of the 13 marine companies at Havre, France, during the first six months of 1878. The capital insured amounted to 171,634,687f., and the premiums received to 2,305,155f. The total profits for the half year were 433,351f., in which all the companies participated, although in different degrees. Nine of them distributed dividends of from 7 to 16 per cent.; one paid only 3 per cent.; and the three others carried their profits to their reserve fund. The Equite company is about to be wound up in consequence of the death of its director. A reimbursement of 225f. per share of 250f. paid will be made immediately, and sufficient assets will remain to pay off the remainder at least.

—The local agency at Halifax, N. S., of the North British and Mercantile insurance company has passed from the hands of Mr. Henry Pryor, who had long represented the company there, into the hands of Mr. C. J. Spike.

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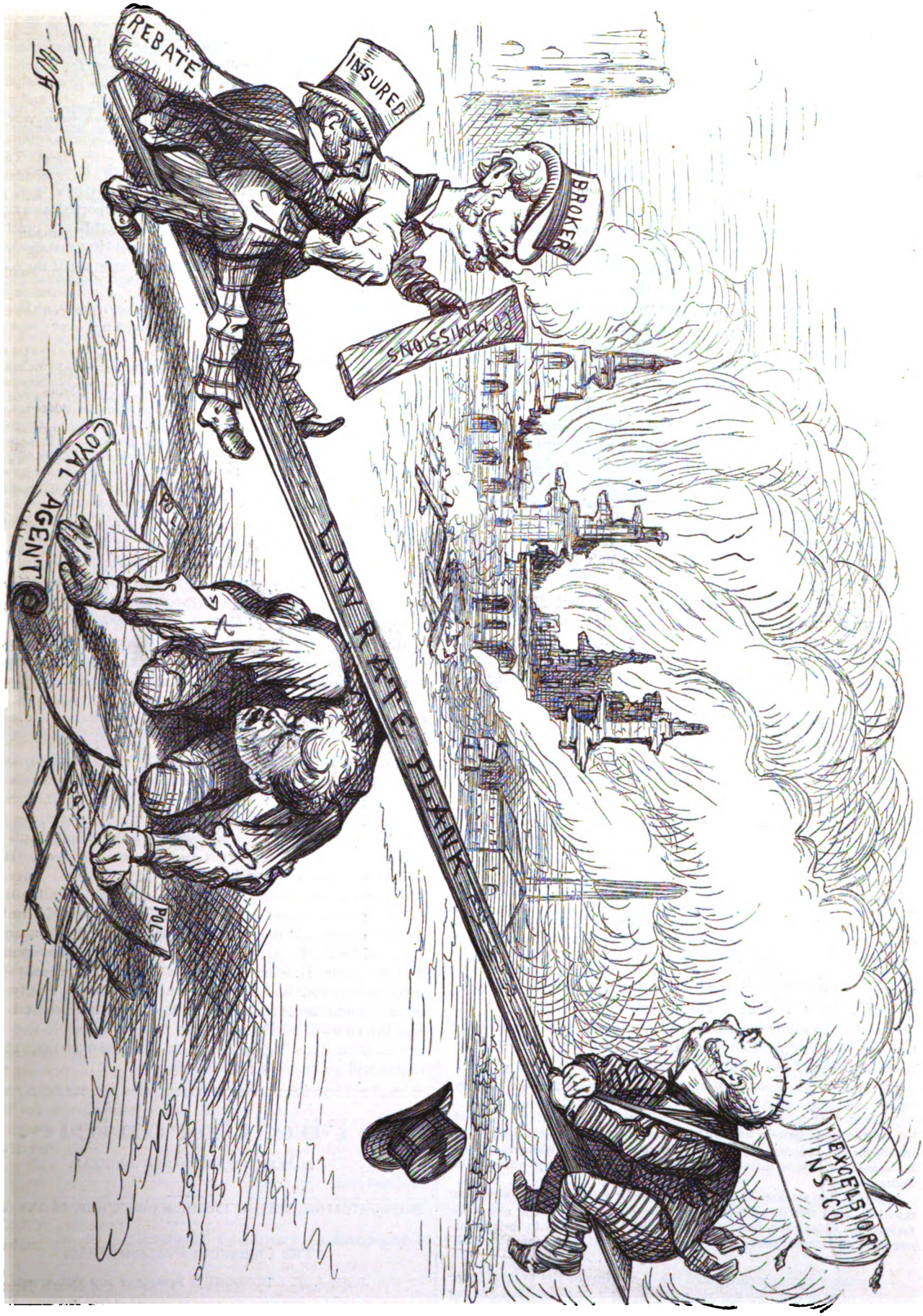

THE PERILOUS GAME OF SEE-SAW.

The gentleman under the plank bears the brunt, no matter which end goes up.

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—The Home Protection insurance company, of Huntsville, Ala., has withdrawn from North Carolina, reinsuring its unexpired risks in that state in the Mobile Fire Department insurance company, of Mobile, Ala.

—The suit brought by the Grand Trunk railway company against the Citizens' insurance company, of Montreal, to recover $22,077 under a policy of guarantee effected by the plaintiff with the defendant to guarantee the fidelity of David Faulkner, one of the paymasters of the plaintiff, has been decided. The decision is adverse to the Citizens' insurance company, which has announced its intention to bring the case to a higher court for review.

—In August last the firm of Stocking & Austin ceased to represent the New York life insurance company in Boston. An examination of the books and accounts of the firm led to the discovery of a deficiency of about $4,000. It seems that Mr. Stocking was entirely ignorant of the state of affairs having, it is said, entrusted the management of the finances entirely to Austin. Upon the discovery of the deficiency the New York life, finding that Mr. Stocking was unable to make good the deficit, has brought an action against J. N. V. Stults, Pliny Nickerson and Alexander H. Holway, sureties on Stocking & Austin's bond, and has attached the property of the sureties to the amount of $10.000, the bond being in the penal sum of $20,000. The writ is returnable at the January term of the superior court.

—At the quarterly meeting of the Chicago Board of Underwriters, held on the 3d inst., it was ordered to have prepared a new book of rates. A resolution was passed to reduce the basis on packing-house rates to 1½ per cent., provided an extra charge is made for external exposures. The committee appointed at a previous meeting to prepare a new mortgage clause submitted a draft, but it was not acted upon. The president, Lewis H. Davis, was authorized to sign the lease for the new fire-prooof patrol building.

—Several of the policyholders of the defunct National life insurance company, of this city, held a meeting on the 4th inst. to take measures towards recovering the deposit of $100,000 and interest thereon, deposited with the insurance department at Albany. The meeting decided to seek the advice and assistance of the attorney-general in the matter.

—In Chicago during the month of September there were 48 fires, involving a total loss of $18,734, the loss to insurance companies being $17,889. Total amount of insurance involved $70,143. The fires are accounted for as follows:

Children playing with matches, 13; supposed incendiary, 7; communicated from other buildings, 5; unknown, 4; explosion of lamp, 4; false, 4; spontaneous combustion, 3; spark from furnance, 3; overheated stove, 2; cigar on wood, 2; and 1 each burning sulphur, tar on stove, overheated dry kiln, defective flue, cigar on roof, spark from cupola, spark from stove, curtain from match, coals on floor, carelessness with pipe, spark from locomotive, rekindling, candle in wooden holder, explosion of varnish, chimney fire, explosion of naphtha, pan of grease boiling over. The buildings are classified into 43 frames and 11 bricks; of these 22 were dwellings, 11 barns, 3 sheds, store and dwelling, 6; 2 general manufacturing buildings, and 1 each rubbish, chimney, theatre, metal plating, woolen mill, railroad depot, junk shop, foundry, flour mill, railroad car, printing, laundry, cooper shop, vacant, picture frame manufactory, furniture manufactory, restaurant, carpenter shop, saloon, platform, lithographing.

—At a recent meeting of the Vicksburg, Miss., Board of Underwriters the following resolutions of respect to the memory of the late William A. Fairchild, whose death has been already noticed in THE CHRONICLE, were passed:

WHEREAS, It has pleased our Heavenly Father to remove from our midst our beloved and highly respected neighbor, Wm. A. Fairchild; therefore, be it

Resolved, That in the death of our associate, we are bereft of the best, brightest and most honored member of our board; that we feel the loss to be an irreparable one, and will cherish the memory of the departed with pride at having so long been his associate, and we hereby express our heartfelt sorrow at his untimely demise.

Resolved, That we extend to his bereaved family our sincerest sympathy, and rejoice to know that they "mourn not as those without hope"; as also to the various companies which he so ably represented, knowing that in their estimation he held an exalted and enviable place.

B. G. HUMPHREYS & Co.,
W. M. CHAMBERLAIN.

—Among a recently published list of victims of the yellow fever scourge at Memphis we notice the name of J. Edward Beasley, of the firm of Greene & Beasley, representing at Memphis the Continental, of New York, the Phenix, of Brooklyn, the Liverpool and London and Globe, and the National insurance company, of Hartford. Mr. Colton Greene, Mr. Beasley's associate, was in Europe when the fever made its appearance in Memphis this year, else he would also have been there, and remained as he did during the epidemic of 1873.

—Mr. E. F. Beddall, associate manager of the Royal insurance company for New York, sailed from Liverpool for home on the 3d inst., and is expected to arrive about October 13.

—The assignee of the defunct Chicago fire insurance company reported on the 1st of October that he had cash on hand amounting to $16,536.30.

—The committee appointed last June by the Herkimer County (N. Y.) Farmers' Alliance to report as to the advisability of organizing a coöperative fire insurance company, reported at a meeting of the Alliance held on the 1st inst. that "nothing of practicable moment had been accomplished." The committee was discharged, and the question abandoned until the next meeting of the Alliance in October, 1879.

—The Ætna and Phœnix fire insurance companies, of Hartford, have each declared a quarterly dividend of 5 per cent., payable on demand.

—The friends of insurance brokers will be pleased to read this paragraph:

There is an honest man in Paris, even if it is exposition time. His name is Theodore Lefebra; profession, insurance broker. He picked up a cheque, payable to bearer and certified, for 50,000 francs, and, going to the bank, presented it to the cashier, saying, "Here's something I picked up." The cashier, not hearing him, apparently, began to count out the money, when the honest man informed him of the circumstances of the discovery, and obtained the address of the owner of the cheque, to whom it was promptly returned.

—We learn through an English exchange that the Commercial Union assurance company has declared an interim dividend of five shillings per share, payable on the 14th inst.

—James B. Hosmer, who recently died at Hartford, was one of the original corporators of the Connecticut fire insurance company, and at the time of his death the oldest member of the board of directors. The board passed the following resolutions, "to give some expression to the great loss which they have sustained in the death of this respected and venerated man":

Resolved, That as a board of directors we deeply feel that in the death of our associate we have lost a faithful and wise counsellor, who for more than twenty-eight years has rendered valuable and efficient service at the meetings of our board.

Resolved, That though we are thus called upon to meet a great bereavement in this dispensation of Divine Providence, we desire to bow submissively to it, knowing that the Lord our God "doeth all things well," and with a wisdom better and higher than man's.

Resolved, That we, as a board of directors, will attend the funeral of our departed friend in a body, as our last tribute of affection to his memory.

Resolved, That the secretary of this company be requested to cause these resolutions to be published in the daily papers.

—The advisory committee on the question of rates selected at the September meeting of the New York Board of Fire Underwriters comprises the following named gentlemen: John D. Cocks, Edmund Driggs, E. W. Crowell, John W. Murray, George M. Coil, James H. Pinkney, Samuel E. Belcher, Thomas F. Jeremiah, Edward A. Walton, president of the board. The personnel of the committee is such as to seem entirely competent to represent the views of *all* the companies doing business in this city on the question under advisement. It is understood that the committee will get to work immediately.

The Chronicle.

A WEEKLY INSURANCE JOURNAL.

Subscription, Three Dollars per Year, in Advance.

THE CHRONICLE PUBLISHING CO.,

JOHN J. W. O'DONOGHUE, PRESIDENT AND TREASURER,

No. 145 Broadway,

JOHN J. W. O'DONOGHUE, EDITOR. NEW YORK.

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John Hancock

MUTUAL LIFE INS. CO.,

BOSTON, MASS.

GEORGE THORNTON.....President.
SAMUEL ATHERTON.....Vice-President.
GEO. B. WOODWARD.....Secretary.
CHAS. G. WOOD.....Treasurer.

ASSETS.

State, City & Corporate Bonds & Loans.	$271,000.00
National Bank Stocks	35,500.00
Railroad Bonds and Loans	443,000.00
Loans on Mortgages	1,424,395.00
Loans on Collateral	48,050.00
Premium Notes	303,404.27
Bills Receivable	2,248.81
Loans on Personal Security	1,500.00
Agents' Balances	10,235.08
Commuted Commissions	1,865.91
Cash in hand and in Banks	16,882.35
Real Estate, owned by the Co., cost	113,621.44
	$2,671,702.86
Deduct depreciation from cost of Real Estate	4,263.93
	$2,667,438.93
Also:—	
Interest due and accrued	$67,572.04
Rents due	1,960.78
Excess of Market Value of Investments over par	28,680.00
Outstanding Premiums on Policies in force, on which a liability was calculated, Dec. 31, 1877.....$70,824.69	
Less loading 20 per cent..... 14,164.94	
	56,659.75
Gross Assets, Dec. 31, 1877	$2,822,311.50

LIABILITIES.

Net Value of Outstanding Policies (Massachusetts standard, 4 per cent.)	$2,510,290.49
Losses Due and Unpaid	7,715.00
Losses Outstanding, not yet due	24,255.00
Matured Endowments, due and unpaid.	640.00
Premiums paid in advance	1,465.23
Dividends due and unpaid	11,908.41
Rents due and unpaid	1,000.00
Total Liabilities, Dec. 31, 1877	$2,557,274.13
Surplus as regards Policyholders (Mass. standard, 4 per cent.)	$265,087.37
Policies issued in 1877, 1,232, insuring	2,609,647.00

THE

NEW ENGLAND

MUTUAL LIFE INS. CO.,

Corner of Milk and Congress Streets

BOSTON.

Accumulation $14,466,920.53

Annual returns of Surplus made upon the anniversary of Premiums falling due.

BENJ. F. STEVENS.....President.
JOS. M. GIBBENS.....Secretary.
W. C. WRIGHT.....Actuary
DWIGHT FOSTER.....Counsel.

THE

CONTINENTAL

INSURANCE COMPANY,

100 & 102 BROADWAY, - - - NEW YORK,

Insures Against Loss by Fire at Reasonable Rates.

STATEMENT OF THE COMPANY, JULY 10TH, 1878.

Gross Assets	$3,204,806.42
Capital	1,000,000.00
Reserve for unearned Premiums	1,000,170.28
Net Surplus	1,006,518.57
Of which there has been carried to the Guaranty Surplus Fund.....$464,300	
Special Reserve Fund..... 464,300	
Reserve, representing other claims and undivided profits	198,117.62

GEO. T. HOPE.....President.
CYRUS PECK.....Secretary.

THE SOUTHERN MUTUAL

LIFE

INSURANCE COMPANY,

OF KENTUCKY.

S. W. CORNER THIRD & JEFFERSON STS.,

LOUISVILLE.

J. B. TEMPLE,..... President.
L. T. THUSTIN,.....Secretary.
S. T. WILSON,.....General Agent.
E. D. FOREE,.....Medical Director.

Under the management of a Board of Directors composed of some of the best business men of Louisville, subject to the rigid insurance laws of the state, requiring the safest investments. The Assets of the Company are nearly

$1,000,000,

of which the Surplus to Policy-holders is nearly **$150,000,** and both Assets and Surplus steadily increasing.

The management of the Company has been eminently conservative, keeping safety always in view, avoiding experiments and new-fangled plans alike dangerous to a Company and disappointing to Policy-holders. The death-rate has been favorable, and the distribution of Surplus has been annual, regular and equitable.

Agents of good character for integrity, business tact and energy wanted.

RECEIPTS AND DISBURSEMENTS OF THE

CONNECTICUT MUTUAL LIFE

INSURANCE COMPANY, OF HARTFORD, CONN.,

From date of Organization, Dec. 15, 1846, to Dec. 31, 1877.

Dr. *Cr.*

To Premiums received	$100,718,148.21	By payments to Policyholders for claims by death and matured endowments	$28,931,197.15
Interest and Rents received	26,750,902.79	Surplus Premiums and Interest returned	32,817,070.51
Balance profit and loss	22,364.86	Surrendered and lapsed Policies	7,172,943.51
			$68,921,211.17
		By payments for expenses:	
		Commissions to Agents	$8,312,709.01
		Salaries of all officers, clerks, etc	910,126.40
		Medical examiners' fees	365,195.58
		Printing, stationery, rent, postage, exchange, advertising, and sundry charges	1,127,041.15
			10,715,072.14
		By payments for taxes	2,783,108.98
		Balance, net Assets, December 31, 1877	45,072,083.57
	$127,491,475.86		$127,491,475.86

Ratio of Expenses to Receipts in 1877, . . . 7.14 per cent.

JACOB L. GREENE, - - President.

JOHN M. TAYLOR.....SECRETARY. | DANIEL H. WELLS.....ASS'T SECRETARY

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Lancashire Insurance Co.,

OF MANCHESTER, ENGLAND.

ESTABLISHED - - 1852.

Management Staff in the United States:

MANAGER FOR UNITED STATES .....HENRY ROBERTSON, 187 Broadway, N. Y.
AGENT FOR NEW YORK CITY AND BROOKLYN.....CHARLES M. PECK, 69 Liberty St.

GENERAL AGENTS:

W. G. FERGUSON .....CHICAGO. | J. B. KELSEY.....PHILADELPHIA.
H. K. LINDSEY .....CINCINNATI. | M. A. STEARNS.....ROCHESTER.
A. N. CURRIER .....WORCESTER. | HUTSON LEE .....CHARLESTON, S. C.
S. O. COTTON.....HOUSTON, TEXAS.

From whom all information as to the Company may be obtained.

GEORGE STEWART, General Manager of the Company, MANCHESTER, ENGLAND.

ROYAL CANADIAN

Insurance Company, Montreal, Canada.

ANDREW ROBERTSON, PRESIDENT. Hon. J. R. THIBAUDEAU, VICE-PRESIDENT.
ARTHUR GAGNON, SECRETARY.
C. F. SISE, Boston.....Resident Manager for United States.

WM. HUGHES, Manager, 181 Broadway, New York.
JOHN NAGHTEN, General Agent, Chicago, Illinois.
J. A. RIGBY, General Agent, Baltimore, Md.
DOUGLAS WEST, Manager, New Orleans, La.
W. J. CALLINGHAM & CO., General Agents, San Francisco, Cal.

LIFE ASSOCIATION OF AMERICA

ST. LOUIS, MO.

H. W. HOUGH, - - - - President.

JOSEPH W. BRANCH.....Vice-President.
GEO. H. LOKER.....2d Vice-President.
EDWIN W. BRYANT .....Actuary.
J. D. HENRIQUEZ .....Secretary.

LIFE, ENDOWMENT AND TERM INSURANCE.

ESTABLISHED 1840. CHARTER PERPETUAL.

Lycoming Fire Ins. Co.

OF MUNCY, PA.

W. P. I. PAINTER.....President.
HENRY ECROYD .....Vice-President.
JAS. M. BOWMAN.....Secretary.
W. H. H. WALTON.....Treasurer.

A. E. MOORE, Manager Eastern Department - 161 Broadway New York.

1829 **Charter Perpetual.** 1878

FRANKLIN

Fire Insurance Company

OF PHILADELPHIA.

CAPITAL	$400,000.00
Insurance Reserve.....	2,025,708.20
Unpaid Losses and Dividends.	86,298.19
Net Surplus.....	851,439.35
Total Realized Assets, (Jan. 1st, 1878,)	$3,363,445.74

Statement of the Realized Assets the Company on Jan. 1st, 1878.

Mortgages.

On property valued at over $5,500,000, being First Mortgages on unincumbered and Improved Real Estate in the City of Philadelphia.....	$2,463,354.41

Real Estate.

Office of Company and dwellings	171,250.00

Loans.

Loans on Stocks as Collateral Security, (market value, $40,022.00).....	34,685.96
REINSURANCE DEPOSIT PREMIUMS.....	356.25

Stocks.

$250,000	$75,000 U. S. Bonds, 1881.
	135,000 U. S. 5-20 Bonds...
	40,000 U. S. 10-40 Bonds...
15,000 Mississippi State Warrants.....	
5,000 New Jersey Exempt 6's.....	
50,000 Philadelphia City 6's.....	
10,000 City of Columbus 8's	
5,000 City of Columbus 7's.....	
1,000 Camden (N. J.) City 6's.....	
15,000 Penn'a R. R. 1st mortgage.....	
3,000 Reading R. R. 7's of 1893.....	
5,000 Reading R. R. 6's.....	
25,000 Harrisburg & Lancaster R. R. 1st mortgage	
10,000 West Jersey R. R. 7's.....	
10,000 Hestonville, Mantua & Fairmount R. R. 6's	
10,000 American Steamship Bonds...	
100 Shares Commercial National Bank..	
16 " Continental Hotel Co. Pref..	
COST... ....$443,993.08	
MARKET VALUE.....	$457,105.00

Cash.

Cash in banks.....$203,015.73		
Cash in office of the Company	7,235.08	
Net Premiums in course of transmission.....	46,443.31	256,694.12
Total.....		**$3,363,445.74**

OFFICERS.

ALFRED G. BAKER.....President.
GEORGE FALES.....Vice-President.
JAS. W. McALLISTER.... ... 2d Vice-President.
THEO. M. REGER.....Secretary.
SAMUEL W. KAY..... ....Assist. Secretary.
A. C. BLODGET .....General Agent.

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NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY,

OF MILWAUKEE, WIS.

ASSETS, January 1st, 1878, $18,173,256.90.

SURPLUS. (OVER 4 PER CENT. RESERVE,) - - - - - - - $2,789,236.52.

For Each of the past four years (1874, 1875, 1876 and 1877) its interest receipts have exceeded its entire death losses and working expenses. This showing is unparalleled in the history of Life Insurance.

H. L. PALMER, President. MATTHEW KEENAN, Vice-Pres't. EMORY McCLINTOCK, Actuary. WILLARD MERRILL, Secy.

J. S. GAFFNEY, Superintendent of Agencies Eastern Department, 160 FULTON STREET, NEW YORK.

NEW HAMPSHIRE

FIRE INS. CO.,

MANCHESTER, N. H.

January 1, 1878.

Cash Capital	$250,000.00
Reserve for Reinsurance	98,866.51
Reserve for Unpaid Losses	20,627.00
Net Surplus	113,478.14
Total Assets	$482,971.65

Ex-Gov. E. A. STRAW.....President.
Ex-Gov. JAS. A. WESTON.....Vice-President.
JNO. C. FRENCH.....Secretary.
GEO. W. EASTMAN.....Assistant Secretary.
FRANK A. McKEAN.....Special Agent.

JOHN M. WHITON, AGENT,

165 AND 167 BROADWAY, - - NEW YORK.

Chartered in 1811.

ALBANY

INS. CO., ALBANY, N. Y.

Capital	$200,000 00
Reserve for Reinsurance	33,8 8 42
Net Surplus	178 811 31
Total Assets, January 1, 1878	$412,619 73

HARMON PUMPELLY, ...President
J. HOWARD KING, ...Vice-President
THEODORE TOWNSEND.....Secretary.
JOHN W. McHARG, ... Ass't Secretary.

Agent in New York.

EDWARD A. WALTON,

At Office of the Citizens' Ins. Co.,

No. 156 Broadway.

New York City

INSURANCE CO.,

No. 100 Broadway, New York.

Cash Capital	**$300,000.00**
Reserved for Reinsurance and all other Liabilities	104,429.95
Net Surplus	43,002.32
Gross Assets	**$447,432.27**

Of which over $400,000 are invested in U. S. Government Bonds, Registered.

RICHARD L. FRANKLIN.....President.
JOHN W. SIMONSON.....Vice-President.
WM. M. RANDALL.....Secretary.

REPORT OF THE OFFICIAL EXAMINATION OF THE

METROPOLITAN LIFE INSURANCE CO.

BY THE INSURANCE DEPARTMENT OF THE STATE OF NEW YORK.

"No effort spared to protect the interests of Policyholders." "Careful and painstaking management." "In no instance has a flaw in the title, or a deficiency in value, been found." "Too much cannot be said in praise of the Company's investments." "Every step taken has been to render the security of the Insured beyond question."

INSURANCE DEPARTMENT, ALBANY, N. Y., February 18th, 1878.

The Superintendent having caused an examination of th METROPOLITAN LIFE INSURANCE COMPANY, of New York City, to be made, and which is now completed, submits the following as the result of the same:

To the present management of the Company the Policyholders are indebted for the solvent condition of their corporation. No effort has been spared by the President and Vice-President to protect the interest of the Policyholders, and every step taken by these officials has been to render the security of the insured beyond question.

The titles to each piece of property owned by and mortgaged to the Company have been examined by the authorities commissioned by the Department to perform this service, and reported upon to the Superintendent, while appraisers have carefully examined as to the value of these properties, and in no instance has a flaw in the title, or a deficiency in value, been found.

Too much cannot be said in praise of the Company's investments, exhibiting as they do careful and painstaking management, such as to render the future prosperity of the Company entirely secure.

All items of uncollected Premiums and Premium Notes and liens have been examined in detail, and seriatim lists of same are filed in the Department.

The following is a statement of the Company's condition on December 31st, 1877:

ASSETS.

Real Estate and Bonds and Mortgages	$1,000,200.00
Stocks, Bonds and secured Loans	518,143.82
Cash, Items on Policies, Interest, Rent and deferred Premiums	569,238.65
Total Admitted Assets	**$2,087,582.47**
Items not admitted—Agents Balances, Com. Comms, Furniture and Fixtures	$58,421.70.

LIABILITIES.

Premium reserve, unpaid losses and all other claims	$1,795,822.26
Surplus on basis of Admitted Assets	**$291,760.21**
Capital Stock	$200,000
Surplus on basis of Total Assets	**$345,181.91**

JOHN F. SMYTH, *Superintendent.*

First-class AGENTS wanted at all prominent points, to represent this progressive Company. The most popular plans before the public.

JOSEPH F. KNAPP, President.

JOHN R. HEGEMAN.....VICE-PRESIDENT. | STEWART L. WOODFORD.....COUNSEL.

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AMAZON.

INSURANCE COMPANY,

CINCINNATI.

Cash Capital and Individual Liability

$600,000.

Financial Statement—January 1, 1878.

ASSETS.

United States Bonds, market value	$130,964.00	
Mortgage Loans	181,284.28	
State and Corporation Bonds and accrued Interest	32,493.21	
Collateral Loans and Bills Receivable	22,184.75	
Accounts Receivable and due from other Insurance Companies	13,698.24	
Cash on hand and in course of transmission	15,330.71	
Agency Balances	16,656.15	
Real Estate	256,660.00	
Office Furniture, Fixtures, etc	3,000.00	
		$672,291.34

LIABILITIES.

Outstanding Losses and other Liabilities	$63,595.29	
Due for Reinsuring Eastern Business	19,773.00	83,368.29
Security to Policyholders		$588,923.05
Reinsurance Reserve	$95,829.00	

GAZZAM GANO, President.
D. N. COMINGORE, Vice-President.
J. H. BEATTIE, Secretary.

HOME

INSURANCE COMPANY,

OF COLUMBUS, OHIO.

Capital	$250,000.00
Total Assets	414,833.83
Net surplus (after deducting Liabilities and Reinsurances),	70,087.83

Statement, January 1st, 1878.

Cash in Bank	$37,628.77
In Agents' hands and in course of transmission	57,450.23
Due at Local Office	4,621.08
Real Estate unincumbered	34,500.00
Loans on First Mortgage and Interest accrued	100,676.51
U. S. Bonds, market value	100,320.00
Columbus City and other municipal Bonds	13,980.00
Railroad Bonds, market value	39,700.00
Loans on Bank Stock	9,775.00
Loans on Government Bonds	723.66
Bills Receivable	12,356.26
Interest accrued on all Securities except Mortgages	4,500.00
Due from other Companies for Reinsurance	3,602.32
Personal Property	5,000.00
	$414,833.83

LIABILITIES.

Losses in suspense	$18,500.00
Reinsurance Fund	76,246.00
Capital Stock	250,000.00
	$344,746.00
Net Surplus	70,087.83

Losses Paid since Organization...$2,700,000

J. B. HALL, President.
B. S. BROWN, Vice-President.
H. N. HENDERSON, Secretary.
R. S. HART, General Agent.

New York Office, 152 Broadway.

BUFFALO

Insurance Company.

Capital paid in in Cash	$200,000.00
Reserve for all Liabilities, including Re-insurance	64,798.75
Net Surplus	46,780.61
Total Assets, January 1, 1878	$311,579.36

PASCAL P. PRATT, *President.*
EDWARD B. SMITH, *Secretary*

First National

FIRE

Insurance Company,

OF WORCESTER, MASS.

CHAS. B. PRATT, President.
R. JAMES TATMAN, Secretary.

JOHN M. WHITON, AGENT,
165 AND 167 BROADWAY, · NEW YORK.

TRANSATLANTIC

FIRE INSURANCE COMPANY,

OF HAMBURG, GERMANY.

STATEMENT, JANUARY 1, 1878.

SUBSCRIBED CAPITAL (Gold)	$1,125,000.00
Called in and paid up	225,000.00
Reserve for all other Liabilities, including Reinsurance	277,031.30
Net Surplus	128,130.00
TOTAL CASH ASSETS	$630,161.30

Deposited with the New York Insurance Department,
$200,000 5-20 U. S. Bonds.

United States Branch, 160 Broadway,
NEW YORK.
HENRY HONIG, - - - - - - - - MANAGER.

NORTHERN

Insurance Company,

WATERTOWN, N. Y.

JANUARY 1ST, 1878.

Assets	$377 814 63
Capital Stock paid in	250,000.00
Net Surplus over all Liabilities, including Reinsurance Reserve	37,678.65

G. LORD, President.
W. W. TAGGART, Vice-President.
A. H. WRAY, Secretary.

THE

PENN MUTUAL LIFE

INSURANCE COMPANY,

Of Philadelphia.

OFFICE.....No. 921 CHESTNUT STREET.

Incorporated in 1847.

Assets,.....$6,280,723.46.

PURELY MUTUAL.

Surplus returned Annually in reduction of Premiums or to increase insurance.

Policies non-forfeitable by the rules of the Company.

Endowment Policies issued at Life Rates.

SAMUEL C. HUEY, President.

SAMUEL E. STOKES, Vice-President.
H. S. STEPHENS, 2d Vice-President.
JAS. WEIR MASON, Actuary.
HENRY AUSTIE, Secretary.

JAS. H. LANGFORD, . . Gen'l Agent,
No. 161 BROADWAY, NEW YORK.

HANOVER

FIRE

Insurance Company,

OF THE CITY OF NEW YORK,

No. 120 Broadway, Cor. Cedar Street.

(Incorporated 1852.)

Capital paid in in cash	$500,000.00
Reserves for all liabilities, including reinsurance	568,300.41
Net Surplus	553,398.07
TOTAL ASSETS	$1,621,698.48

Agencies in all the principal Cities and Towns in the United States.

B. S. WALCOTT, President.
I. REMSEN LANE, Secretary.

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AMERICAN
LIFE
Insurance Company,

WALNUT ST., S. E. COR. FOURTH,

PHILADELPHIA.

Assets, Jan. 1, 1878, - $4,208,228.86

GEORGE W. HILL.....President.
JOHN S. WILSON.....Secretary.

GLOBE MUTUAL LIFE
INSURANCE CO.,

Nos. 345 & 347 Broadway, N.Y.

This Company offers new and important inducements.

Premiums are not forfeited in case of Policies being discontinued; after three years, paid-up Policies are issued for whole amount of premiums received. This feature is original with this Company. Dividends may be applied to increase the amount insured, or to reduce future premiums.

AGENTS WANTED—With whom favorable arrangements will be made to work directly with the Company.

C. SETON LINDSEY, *Secretary.* PLINY FREEMAN, *President.*
WM. STURGIS, *Managing Director of Agencies.*
J. G. HOLBROOKE, *Sup't of Agencies.*
LORING ANDREWS, *Vice-President.*

INCORPORATED MARCH 24, 1853.

COLUMBIA
FIRE INSURANCE COMPANY,

59 Liberty Street, - - New York.

CASH CAPITAL, $300,000.

Losses paid from organization to 1st Jan., 1877	$1,761,932.00
Dividends paid	440,000.00

Statement, August 1st, 1878.

ASSETS.

U. S. Government Bonds	$244,245.00	
N.Y. City and Brooklyn Bonds and Stocks	29,400.00	
Cash in Banks and Office	6,061.90	
Loans on call, secured by Government and Bank Stock	36,000.00	
Bonds and Mortgages—property double value	20,000.00	
Interest accrued and Premiums in course of collection	11,268.66	
		$346,975.56

LIABILITIES.

Unadjusted Losses	$6,146.68	
Reinsurance Reserve	36,000.00	$42,146.68
Net Surplus		$4,828.88

GEORGE W. SAVAGE.....President.
JOHN B. ARTHUR.....Secretary.

PHŒNIX
Insurance Company, Hartford, Conn.

Cash Capital, all paid in	$1,000,000.00
Cash Assets, January 1, 1878	2,486,194.66
Net Surplus *over all liabilities*	573,604.58
Total losses paid to date	12,441,173.24

HENRY KELLOGG.....President.
A. W. JILLSON.....Vice-President.
D. W. C. SKILTON.....Secretary.
G. H. BURDICK.....Assistant-Secretary.

Agents in New York.

BIGELOW, COIT & PECK, 150 Broadway.

PIEDMONT & ARLINGTON
LIFE INSURANCE COMPANY,

RICHMOND, VA.

Accumulations, - - $2,000,000

D. J. HARTSOOK,.....President.
JOHN E. EDWARDS,.....Vice-President.
J. J. HOPKINS,.....Secretary.
B. C. HARTSOOK,...Assistant Sec'y and Cashier.
PROF. E. B. SMITH,.....Actuary.
DR. C. H. SMITH.....Medical Examiner.
W. C. CARRINGTON..Counsel and Legal Adviser.
H. C. DESHIELDS,.....Sup't Agencies.
L. S. EDWARDS.....Gen'l Agent Home Office.

KNICKERBOCKER LIFE INS. CO.

No. 239 Broadway, New York.

JOHN. A. NICHOLS, - - - - PRESIDENT.

Accumulated Assets January 1st, 1878	$6,375,117.45
Gross Liabilities, including reserve	6,083,530.50
Surplus over all liabilities	291,586.95

THIS COMPANY IS

PROMPT, PROGRESSIVE AND PROSPEROUS.

SMALL EXPENSES. SECURE INVESTMENTS. AMPLE RESERVE.
LARGE SURPLUS. PREMIUMS ALL CASH. POLICIES LIBERAL.

The "SAVINGS BANK PLAN," introduced by this Company, has proved a great success, from the fact that Policies bear on their face a DEFINITE CASH SURRENDER VALUE, and are as negotiable as a Government Bond.

GEORGE F. SNIFFEN, SECRETARY. CHARLES M. HIBBARD, ACTUARY.
E. W. DERBY, M. D., CONSULTING PHYSICIAN. HENRY W. JOHNSON, COUNSEL.
JOHN F. NICHOLS, CASHIER.

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THE MUTUAL LIFE INSURANCE CO.

OF

NEW YORK,

140 to 146 Broadway.

F. S. WINSTON, ... President.

ASSETS JANUARY 1st, 1878, OVER

EIGHTY-FIVE MILLIONS OF DOLLARS.

RICHARD A. McCURDY, VICE-PRESIDENT.

ROBT. A. GRANNISS, 2d Vice Pres't. ISAAC F. LLOYD, Secretary. G. S. WINSTON, M. D., } Medical Exam'rs.
W. H. C. BARTLETT, LL.D., Actuary. O. H. PALMER, Solicitor. W. R. GILLETTE, M. D., }

19th Annual Statement, January 1, 1878.

AMERICAN INSURANCE CO.

ORGANIZED A. D. 1859. **CHICAGO, ILL.**

Policies issued upon the Stock or Instalment Plan. Insurance confined to Dwelling Houses, Private Barns, their Contents, Farm Property, Churches and School Houses. No Policies written on property situated in Chicago or any large city. Number of Policies written from 1859 to 1878, 284,876; in force, 138,310.

CASH CAPITAL, - - - - - $200,000.

Total Cash Assets	**$904,224.31**
Reinsurance Reserve and all other liabilities	**433,919.24**
Cash Surplus as regards Policyholders	**$470,305.07**
Deduct Capital	**200,000.00**
Cash Surplus as regards Stockholders	**$270,305.07**
Instalment Notes on hand Jan. 1st, 1878	**$1,722,692.34**
Losses paid from 1873 to 1878	**1,299,420.14**

DIRECTORS.

H. Z. CULVER, HON. WM. H. BRADLEY, HON. H. N. HIBBARD, CHAS. L. CURRIER.
D. A. KNOWLTON, JR., M. A. HOYNE, HON. J. M. BAILEY, LOYAL L. MUNN.
WM. H. OVINGTON, R. B. CURRIER, NICHOLAS KRANSZ.

OFFICERS.

H. Z. CULVER, PRESIDENT. HON. H. N. HIBBARD, VICE-PRESIDENT. CHAS. L. CURRIER, SECRETARY
M. A. HOYNE, TREASURER. R. B. CURRIER, GENERAL AGENT.

1851. 1878.

PHŒNIX MUTUAL

LIFE INSURANCE COMPANY,

OF HARTFORD, CONN.

Assets, January 1, 1878	**$11,046,614.90**
Liabilities, " "	**10,738,434.98**
Surplus	**$1,058,920.92**

Income in 1877 . . . . . $2,189,606.92 | Paid Death Losses and Endowments $753,848.85

Paid Dividends to Policyholders $335,981.16

AARON C. GOODMAN, PRESIDENT.

JONATHAN B. BUNCE, VICE-PRESIDENT. JOHN M. HOLCOMBE, SECRETARY.

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The Chronicle.

A Weekly Insurance Journal.

VOL. XXII., No. 18. OFFICE, 145 BROADWAY. | NEW YORK, THURSDAY, OCTOBER 31, 1878. | J. J. W. O'DONOGHUE, Editor.

Facts for Policyholders of the Mutual Life to Ponder.

The "confidential" announcement by the Mutual life insurance company of its proposed reduction of premiums has provoked numerous, and to some extent varied, comments in the insurance as well as in the daily press. Many of these comments reveal a healthy feature in journalism—a feature which indicates a desire on the part of the writers to first comprehend the issue involved, and then discuss it decently, if not intelligently or impartially. This is the more gratifying because of the magnitude and sacredness of the interests involved in the issue raised by the recent action of the Mutual life.

But we have looked in vain amid the various comments and communications published in the daily and other papers for a reason to justify the Mutual life in its "new departure." We have anxiously awaited the coming from the officers of the company of a third circular that would dispel the doubtful meaning or purport of certain statements made in the remarkable "confidential" circular, as well as in the scarcely less remarkable circular subsequently issued to the general agents. But the third circular cometh not. It would therefore seem that the officers of the company have closed their case, and, indifferent to public and private criticism, await results.

Now, we propose, with the best lights we have, to review the case as submitted. To do this with any degree of satisfaction it is necessary to glance at the records of the company and see what bearing, if any, they have on the question at issue. In section 7 of the Mutual life's charter we find the following:

Every person who shall become a member of this corporation by effecting insurance therein shall *the first time he effects insurance*, and before he receives his policy, pay the rates that shall be fixed upon and determined by the trustees.

This means, of course, that the *first* annual premium shall be in accordance with the regular rates.

Now, according to the "confidential" circular the company proposes to make a reduction in the rates "determined by the trustees" of 30 per cent. on the *first*, and 30 per cent. on the *second* annual premiums.

In section 17 of the charter we read.

The trustees shall have the right to *purchase for the benefit of the company* all policies of insurance or other obligations issued by the company.

As the Mutual life is a strictly mutual institution without capital—its policyholders being its only stockholders—it must be inferred that the profits arising from the purchase of policies belong to the policyholders, who are indisputably the company.

In the "confidential" circular alluded to we find this paragraph:

When the number of lapses and surrenders grew to such proportions as to make it evident that the loss of contributing members must some day be repaired by the introduction of new lives at more than average cost, *a fund was created from retiring members* to which the existing policyholders have not contributed, and which is now made available and will be used for the purpose intended.

That is to say, a fund was created by the purchase of policies, and which purchase, under the section of the charter above quoted, was for the benefit of the company—the *existing* policyholders. Lest there may be any doubt on the point that the profits derived from the purchase of policies, and from all other sources, belong to the policyholders, we cull the following quotations out of many of a similar character printed in the annual reports of the company. In the ninth annual report we find this on page 11:

All holders of policies at the time of making a dividend who continue the insurance till death *participate in the whole of the profits of the company without any reservation.*

We read this on page 27 of the company's twenty-first annual report, wherein is declared that an *inequitable* distribution of the surplus would be—

A direct violation of the charter of the company, which provides that the officers at every dividend "shall credit each member with an *equitable share* of the profits" or surplus.

And this in the twenty-third annual report, page 17:

The whole of the surplus of this company belongs to the policyholders exclusively, and is annually divided amongst them in the most equitable manner.

This declaration must have been the result of deliberation, for it proved so satisfactory that it was repeated *verbatim* in the twenty-fourth annual report, and it will be found on page 24.

In the twenty-fifth annual report, on page 16, we find the following:

Could we foresee what would be the future rate of mortality, the future rate of interest and the future rate of expenses, we could then with some accuracy predict the future rate of the return premiums or dividends. As these are impossible, so is the other impossible.

Again, in the same report and on the same page, we read this:

All the *earnings* are the property of the policyholders.

Thus, throughout the five-and-thirty years' career of the Mutual life there is nothing more clearly or unmistakably maintained in its annual reports than the fact that its surplus belongs wholly to the existing policyholders. It may, therefore, be assumed, in the absence of any evidence to the contrary, that no one, including the trustees and officers of the Mutual life, will now dispute that the "surplus of this company belongs to the policyholders exclusively."

In view of this fact let us consider for a moment the nature of the plan proposed by the Mutual life to induce new members to join the institution. The inducement offered to new entrants, as already stated, is a reduction of 30 per cent. on the two first annual premiums. The company does not deny that it cannot afford to make this reduction without calling upon a "special fund," the amount of which is not stated; nor is an estimate given of the extent of the draft that will be made upon it. THE CHRONICLE of the 17th inst. showed that the proposed reduction if carried out would, in all probability, result in a deficiency of $875,000 on the new business of the company during the next twelve months alone.

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It is not, however, the amount of the deficiency which will be created by the operations of the new plan, but the mode by which it is proposed to meet the deficiency, that we propose to deal with at this time. In the first place, the manner in which the "special fund" has been or is to be provided is hardly in keeping with fair dealing, and is certainly not in accordance with the broad, generous spirit with which men have been accustomed to associate life insurance. The man who sells his life insurance policy is almost invariably compelled to do so because of pecuniary embarrassment. It is only when he has failed to secure relief from all other sources for the immediate and pressing necessities of his family that a father will part with the precious provision he had made to lighten the burden of his beloved ones when death deprives them of his support and protection. The faithful husband and loving father clings to his insurance policy with a tenacity only equalled by that with which the shipwrecked mariner clings to the "last plank." But, alas! the time has come when he is not only no longer able to continue the payment of the required premium, but is forced to seek the company whose policy he holds and offer it for sale. As a policyholder in the Mutual life he is led to believe that an equitable surrender value is allowed to retiring members on their policies. He does not expect to be offered a reduction of 30 per cent. of his premiums for two years, although if such a proposition were made he would possibly be able to avail of it. But he does expect to receive the equitable value of his policy. Does he receive this? The company's "confidential" circular answers this question in other words but in the same effect as these: He does not, and for the reason that a portion of the surrender value of his policy is retained and placed in a "special fund," which will be used to purchase an infusion of "new blood" for the institution. Who will attempt to convince this policyholder, who has been paying premiums for perhaps ten, twenty or thirty years to the Mutual life—who has contributed to build it up and helped to make it what it is—that he has been treated within either the spirit or letter of that glorious "mutuality" which has been the proud boast of the company for so many years?

Be this as it may, in view of the Mutual life's charter, and in the light of the overwhelming testimony of its annual reports, it is impossible to conceive a justifiable reason for the distribution of any fund, special or general, which has been derived from the profits of the company in any manner whatsoever other than that of a *pro rata* dividend to existing policyholders. Whether the "special fund" has been or is to be created by "squeezing" surrender values or not, it is, and cannot be otherwise regarded, the property of existing policyholders. It forms a portion of the surplus of which, as already noted, the company says:

The whole of the surplus of this company belongs to the policyholders exclusively.

We submit, therefore, that it is inequitable and unjust to the 70,000 policyholders of the Mutual life to appropriate any portion of the surplus for the purpose of benefiting those who have not the remotest claim upon it. It is bad enough, perfect mutuality being in view, to place new members on an equal footing with the old; but to extend to them *more* advantages is an unqualifiedly unjust concession.

Are the 70,000 policyholders of the Mutual life prepared to accept the situation thus presented? Will not the officers of the Mutual, who have gained an enviable distinction for themselves, and won for their company a record which could scarcely have been made more glorious, pause and consider the effects of the new plan upon the interests of the old members, who have paid the expense of organizing, equipping and establishing the company? It is not yet too late to abandon the scheme. The most successful generals the world has ever seen have sometimes made mistakes in their movements; and the most successful generals have won some of their greatest victories by retreating judiciously. But should the officers of the Mutual continue to maintain the "new departure," the policyholders and the public will like to know, among other things, the cause which induced the company to abandon so suddenly the position thus defined in its last annual report:

In our opinion we pay enough for our insurance, and if we purchase new business *at a higher cost, or violate principles believed to be fundamental to success, the business will be bought too dearly.*

Chicago Fire Patrol.

At a recent meeting of the Chicago Board of Underwriters the committee on fire patrol, consisting of Messrs. Henry H. Brown, Edward M. Teall, Frederick S. James and I. J. Lewis, submitted the following report, which was received and adopted:

To the Chicago Board of Underwriters:

Gentlemen,—Your committee on fire insurance patrol present herewith their report for the year ending September 30, 1878.

The organization of the force has been maintained without material change. The superintendent's report herewith submitted is replete with valuable information as to the workings of the patrol.

The inspection of buildings, which has proved to be of great value in the past, will be continued during the coming fall and winter with renewed vigor. You will observe that the expenses appear larger by $832.37 than last year—although covering incidental expenses for thirteen months—yet in reality they are $1,083.19 less, $707 having been paid for covers to replace those lost at the fire of Field, Leiter & Co.'s retail store on the 14th day of November; $575 paid for horses to replace those disabled by the accident that occurred on the 8th of August; and $633.56 paid for new wagon and equipments, for and incident to the taking possession of the new house. The largest item in reduction of expenses you will find under the head of horse feed, horse shoeing, etc. Last year they were $3,755.20, this year they are $2,562—a reduction of $1,193.20, and this reduction is owing largely to the fact that since May 1 all the wagon repairing and horse shoeing for both patrols has been done by the members of the patrol at the new house, a forge, etc., having been erected for that purpose in the basement.

Your committee would further report that the building to which reference was had in their last report to be erected for the use of the patrol at No. 176 Monroe street by L. Z. Leiter, has been completed, and was occupied by the patrol on the 31st of January, and a lease of said house has been executed for five years from February 1, 1878. We desire to say in connection herewith, that by the contract with Mr. Leiter, he was only to enclose the building and furnish the materials for the finishing of the interior, and the entire interior work of finishing was done by the members of the patrol.

The furnishing of the new house requires more than a passing notice, it having been a question of serious consideration to the committee, as the building approached completion. Upon examination, it was found that the furniture in the old house was unfit for further use, there being no funds in the treasury, or appropriations for that purpose, the question, how is the new building to be furnished? promised to be a formidable one, but was promptly and generously answered by the merchants of Chicago, who, upon learning the facts of the case, with characteristic liberality and forethought, responded gladly, showing their appreciation of the patrol by meeting their necessities. The formal opening of the new patrol house took place on the 16th day of February, a detailed account of which, with contributors' names, will be found herewith.

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In conclusion, your committee desire to express their entire satisfaction with the conduct of the officers and members of the force, and the very efficient manner in which they have performed their duties.

The report of the superintendent of the patrol presents among other things the following statistics:

The number of fires attended by No. 1 company, from October 1, 1877, to October 1, 1878, was 167; covers spread, 651; duration of service at fires, 144 hours. Fires attended during same period by No. 2 company, 154; covers spread, 348; duration of service, 129 hours and 45 minutes. There are 24 men in the whole force, including the superintendent, 2 captains and 21 patrolmen. No. 1 has a captain and 14 patrolmen, and No. 2 a captain and 7 patrolmen. The occupations represented by the members are: 4 clerks, 1 steamfitter, 2 painters, 1 plumber, 2 brick masons, 1 horseshoer, 1 engineer, 1 civil enginneer, 2 sailmakers, 2 carpenters, 1 stonecutter, 1 driver and 2 firemen. The patrol extinguished during the year 21 fires, thereby saving the insurance—$361,925—involved.

Good Intentions.

Under this title the author of "One Thousand Advantages of Life Insurance" has reproduced the following old, but none the less readable, "leaf" from the "Experience of an American Insurance Agent":

I am a very plain, middle-aged man. I have done something at soliciting for life insurance companies. I cannot say that I have ever made a great success in the business, although I manage to live and support my dependent family. I am by no means a brilliant solicitor. I could never exert an influence or effect my purpose equal to some others whom I have met in the same walk in life. Nevertheless, I trust that I have done some good. When I fail to induce a man to insure his life it is from no lack of earnestness or desire on my part to do that man a real service; but there is an inscrutable something in certain men which enables them to readily succeed in inducing persons to act as they wish, which is, and always has been, a puzzle to me.

I distinctly remember one instance where I labored zealously, but to no effect. It is a short story, but I shall never forget it, and I think that I have, since that experience, worked more earnestly and devotedly, and striven harder to induce those who need life insurance to act upon my suggestions.

In the fall of 1866 I was soliciting for my company in a little town in Pennsylvania, away up in the mountains, and life insurance solicitors were not often seen there. I had worked as well as I could to explain and recommend life insurance. I had done some business and was loth to depart, for I felt that there were yet some who ought to insure, particularly a Mr. Stuart, commonly called Charley Stuart. He had formerly held the office of sheriff for the county; he had many friends and was generally liked, for he had in his official capacity shown much kindness and forbearance towards those with whom the world went hard; in fine, he was a good fellow, and people liked him and called him "Charley." But, notwithstanding all this, he was far from rich; I cannot say he was poor, for he lived respectably, but he certainly was not rich. This gentleman had a wife and child. I suggested life insurance to him. The idea at first seemed to amuse him, and he treated it lightly; but after a few days, as I was walking by a store, he called to me and said he had thought the matter over, and intended to get his life insured. I was pleased to hear it, and proposed to make out the necessary papers at once; to this, however, he objected, saying he was going over the mountain, to be gone two weeks, and when he returned he would insure. I urged immediate action, and called his attention to the uncertainty of life and the danger of delays; but it did not strike him that there could be any risk in so short a time as two weeks. My urging seemed of no avail. I can scarcely say why, but I became more persistent, and urged him more strongly than I had ever done before. Indeed, I felt that I had gone further than was strictly in good taste; but then I was very earnest, and knew that his delay was wrong. I spoke from the fulness of my heart, and so I suppose he excused me, as he bade me a laughing good-bye.

Ten days from that time he returned, but he returned with a brain fever, and two days thereafter his wife was a widow and his child an orphan! No life insurance policy could have prevented this, but the necessity of that insurance was painfully evident to him before those two days had passed; and in his lucid moment his mind seemed oppressed with the thonght of what he might have done and ought to have done, and he said to his physician, "Watson was right. Yes, he was right; but it is too late, too late! Oh, my wife, my child—my darlings, I have wronged you!"

The whole scene, as detailed to me, was inexpressibly painful. The settlement of the estate left his family unprovided for and dependent on the world.

Poverty, even to a strong man, and in any guise, is always painful, but to a delicate woman with a helpless child its aspect is terrible. In this instance there were the natural shrinkings of a refined mind from dependence of any kind, and a painful consciousness of her inability to cope with a strong, harsh world. In other words, it was a case of genteel poverty, from which I pray God to spare me or mine.

But (for the honor of human nature be it said) in this case the sympathies of the villagers were aroused, and, added to many other kindly acts there was a small school started, and the estimable lady was installed in it as teacher. Months afterwards I saw her patiently fulfilling her task; but the subdued, lonely look upon her face could not hide from me that a broken heart would soon finish her sorrows and take her to him she loved so dearly. I think she knew this, for I saw her looking wistfully at her little flaxen-haired girl, and I doubt not that her soul went up in silent prayer for the care and protection of Him who has promised to be a husband and father to the widow and the orphan.

It is useless to contrast this case with what might have been. I will let that pass; but I must be pardoned if I bespeak from the public a little more charity towards those "officious and persistent life insurance solicitors."

Law Reports.

Judge Blodgett of the United States district court at Chicago rendered on the 25th inst. an important decision in the case of J. R. Payson, assignee of the Republic fire insurance company, *v.* B. F. Haddock, as to the liability of the heirs of a deceased stockholder of the company for an assessment on stock. The facts, as reported by the Chicago *Tribune*, are as follows:

The Republic fire insurance company had a capital stock of $5,000,000, on which 20 per cent. had been paid, the remaining 80 per cent. being subject to the call of the directors, whenever there should be an impairment of the capital stock. B. F. Haddock, since deceased, was at and after the great fire a stockholder in the company, holding $50,000 of stock on which 20 per cent. only had been paid. He died in December, 1871, and letters of administration were issued on his estate early in 1872. About the same time the insurance company was declared bankrupt, and an assessment of 60 per cent. made on the stock. This assessment was made by the court, and in due course of time so much of it was collected as was collectable. In October, 1876, a second assessment of 10 per cent. was ordered. The assessment of 60 per cent. on Haddock's stock was paid by his administrator in due course of administration between the time when the assessment was made and December, 1874, and at the last date the administrator completed his duties, the estate was declared closed, and the administrator directed to distribute the assets, which amounted to $61,000 in personal property and more than as much more in real estate, to the heirs, they being Mrs. Haddock, the widow, and one son, B. F. Haddock, Jr. The estate was closed before the 10 per cent. assessment was made, and, when this last call was ordered, a demand was made on the heirs to pay it, which they refused to do. A bill in equity was then filed by the assignee, setting out the fact as above stated, and asking that the widow and heirs of B. F. Haddock be compelled to pay the 10 per cent. assessment.

Two demurrers were filed by the defendants, first on the ground that the action and claim were barred by section 70, chap. 3,

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the revised statutes, which provided that all demands against the estate of a testator or intestate should be divided into seven classes and presented for allowance within two years after the granting of the letters of administration, and all demands not so proved should be barred, unless other assets should be subsequently discovered. The defendants claimed that the assignee's claim should have been presented and allowed within two years after the administrator was appointed, and that the failure so to exhibit it and have it allowed by the county court during the progress of the administration of the estate, formed a complete bar to the suit. In the second place, it was objected that the form of the action should have been by suit at law.

The judge said the question presented by the demurrers raised the point as to whether a contingent claim which was not due, or could not be said to have accrued during the term of the administration of the estate of a deceased person, was to be bound by the operation of the statute above quoted. There were a large number of claims which it could be imagined might arise which could not be said to have accrued at the time the letters of administration were issued, or during the two years of the administration of the estate, such as actions of covenant for breaches of warranty made by the ancestor during his lifetime, or liabilities in favor of sureties on bonds, and where the breach might not occur until long after the expiration of the statutory limitation. Numerous other like cases could be mentioned, and the question was whether the statute was against that class of cases. From an examination of the authorities it did not appear that the statute was intended to run against any contingent claim where the right of action had not accrued, and did not accrue, before the settlement of the estate was closed.

The case of Hall *v.* Martin, in 46 New Hampshire Reports, seemed most completely to cover the questions raised in the present suit. That held that an heir was liable on the covenants of his ancestor which could not have been proved while the estate was in the course of administration to the extent of the personal as well as the real estate which had descended to him. Suits against an heir were not barred by the provisions of the revised statutes limiting actions against executors or administrators of solvent estates where no funds were retained for contingent claims by order of the judge of the probate court. But the limitation applied only to suits against the executor or administrator, and, therefore, the remedy against the heir or devisee on claims which could not be proved during the three years' limitation of the New Hampshire statutes, because contingent, was not barred by those provisions.

Laying aside the rulings dependent on the different statutes, the general rule seemed to be that the heir was liable to the extent both of the personal and real estate received from his ancestor for the contracts or liabilities of the ancestor, and that where those claims had not accrued until after the administration of the estate was closed suit might be brought and maintained against the heir to the extent of such assets which he derived from the ancestor. At common law the heir was not liable for the debts of the ancestor except on special bills where the heir was specially named, and then only to the extent of the real estate, because he only received real estate. But the New Hampshire case broke new ground and abolished the distinction between real and personal estate in the hands of the heir, because the law made the heir the recipient of the personalty as well as the realty.

The next question was the question of the remedy of the assignee against the heirs, whether at common law or in equity. It was stated in Story's Equity Jurisprudence that a court of equity would interfere in such a case to compel an accounting as well as to give a decree for the amount due, and that seemed to be the well settled law. The supreme court in the 30th and 33d Illinois had also held the same way.

But waiving the question as to whether there might not be in some cases an adequate remedy at law, the present suit was peculiarly an appropriate one for relief in a court of equity. There was a residuum in both real and personal property in Haddock's estate, which was all turned over to the widow and heir. The personal property seemed to be the appropriate fund from which the present personal liability should be paid, and the widow as claiming under the statute a portion of the personal property, and be called on to account for the part which she took under that statute, and the heir for his share. Courts of equity took jurisdiction because there was an implied trust on the part of the heir to the extent of the funds which he received from his ancestor. It was a trust fund to be followed by creditors, and a court of equity would take jurisdiction on the general principle of taking charge of a trust fund. If the personalty was not sufficient the realty would next be applied to, and in that event, the widow only taking her dower, an accounting might be necessary to ascertain the value of the estate subject to the dower interest. A widow had her dower in any event, and she might hold it, and the heir be compelled to account for only so much as he had subject to such dower. The demurrers would therefore be overruled.

The supreme court of Pennsylvania, sitting at Pittsburgh, has just rendered a decision touching the assignments of life insurance policies in the case of an appeal taken by Margaretta Schadd from the orphans' court of Philadelphia. In 1869 Conrad Schadd took out a policy of insurance on his own life for his own benefit in the Knickerbocker life insurance company, of New York, in the sum of $4,000. Suit was brought on this policy after his death, judgment recovered for $3,490.62, and this amount collected by his widow, who took out letters of administration upon his estate. The fund was sought to be surcharged against the administratrix by the creditors of Conrad Schadd, and was claimed in her own right by Mrs. Schadd, the widow. In support of the widow's claim the following paper, contained in a book belonging to decedent was offered in evidence:

PITTSBURGH, December 11th, 1875.

I, Conrad Schadd, husband of Margaretta Schadd, have insured my life with the Knickerbocker Company, of New York, for $4,000. I, Conrad Schadd, assign the whole amount, $4,000, to my wife, Mrs. Margaretta Schadd, after my death, when she can do with it according to her best will, without partiality to her children. This I have written in good, sound mind, and set my name XXX to it.

CONRAD SCHADD.

At the hearing before the orphans' court, upon the filing of the account of administratrix, testimony was also offered by the widow, going to show declarations made by Schadd, at and subsequent to this date, that he had assigned the policy to his wife. The premiums were paid by Schadd, directly or indirectly, up to the time of his death. Money to pay the last two premiums was borrowed from a son-in-law of Schadd, on the credit of Mrs. Schadd, but was repaid out of Schadd's rents. Mrs. Schadd had no separate estate, and Schadd was insolvent for several years before his death. The policy was among Schadd's papers shortly before his decease. He was told that it was necessary that his assignment should be entered on the books of the company, but thought that what he had done was sufficient. On the part of the creditors it was contended that the assignment to the wife was no assignment at all, but was merely a writing of a testamentary character, and that even were it in the form of an assignment of a chose in action, it was void because not a *bona fide* assignment under the provisions of the act of April 15th, 1868, because not delivered to Mrs. Schadd, and because at the time it was made Conrad Schadd was insolvent.

The statute of April 15, 1868, in accordance with which the policy was issued, provides that "All policies of life insurance upon the life of any person, which may hereafter mature, and which have been or shall be taken out for the benefit of or *bona fide* assigned to the wife or children, or any relative dependent upon such persons, shall be vested in such wife, children or other relative, free and clear from all claims of the creditors of such person."

In passing upon the case the orphans' court held that, under the act above cited, the burden of proof is on the wife, when donee of a life insurance policy, to show either an actual assignment by clear proof or that the assignment is without fraud on the creditors. It decided that the written disposition by Conrad Schadd of his policy of life insurance was a testamentary one, and not proved by the mode prescribed by law, and, further, that were it not of a testamentary character the assignment of the policy at a time when Schadd was insolvent was not *bona fide* so far as his creditors were concerned. Hence Mrs. Schadd's claim could not be sus-

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tained, as she had no equity as against the creditors of her husband. A decree was therefore made surcharging Mrs. Schadd with the amount of the policy of insurance. An appeal was taken on her behalf to the supreme court, where it was argued that the assignment made by Conrad Schadd to his wife when perfectly solvent, together with notice to the company and delivery of the policy to his wife, who thereafter, together with her sons-in-law, paid the premium thereon and prevented it from being lost, was a good and valid assignment of the policy and not a testamentary disposition thereof; in which latter case, the testator being insolvent at the time of his death, the legatee would be paid nothing. The creditors, on the other hand, relied upon the decision of the orphans' court and the arguments made on their behalf before that tribunal.

In passing upon the case the supreme court says: "Upon the facts found by the judge of the orphans' court, which seems to be supported by the evidence, this decree appears to be right. The paper called the assignment is testamentary in its character, and the paper seems to have remained in the possession of Conrad Schadd until his death." Decree approved and appeal dismissed.

Supreme court of Indiana.—Hugh Barr *et. al v.* Insurance Company of North America.—This was an action by appellant upon an alleged contract of insurance. A demurrer to the complaint for want of sufficient facts, etc., was sustained in the court below.

Justice Worden, in deciding the question raised, said:

The following is enough of the contract mentioned in the complaint to develop the grounds upon which the case is decided in this court: "This receipt witnesseth that the insurance company, etc., having received from Hugh Barr, etc., January 4, 1872, application for insurance of even date herewith, against loss or damage by fire, on the following property (describing it). Total amount of insurance applied for, $2,500; time, one year; premium paid, $37.50 * * * A policy of insurance will be immediately prepared and forwarded by said company in accordance with the terms of the application should the same be approved. If application be not approved applicant is to be notified to that effect without delay, when the insurance shall cease and the premium shall be returned. But it is expressly understood and agreed that the risk is accepted and made blinding upon the company for the term of 30 days from this date, ending at 12 o'clock noon, unless the applicant is sooner notified of its rejection. If the applicant receives no notice that the risk is rejected the insurance will cease at the end of said 30 days unless a regular policy has been issued, and the applicant will be entitled to receive from the company a return of premium, *pro rata*, for the unexpired time."

The complaint does not show any contract of insurance concluded between the parties, except that contained in the above written agreement. The company assumed the risk for the period of 30 days, unless the applicant was sooner notified of its rejection. The applicant was not sooner notified of its rejection; hence the company might have been bound if the loss had occurred within the period mentioned. The loss occurred February 9. But it was stipulated in the contract that "if the applicant receives no notice that the risk is rejected, the insurance will cease at the end of said 30 days, unless a regular policy has been issued." The contract of assurance expired by its own limitation before the loss occurred, and the company is not liable to the plaintiffs upon that contract.

Notice of the rejection of the application was not given the applicants until after the loss occurred. The failure of the company to sooner notify the applicants of the rejection worked no harm to them, inasmuch as the failure left the company bound for the period of 30 days, and at the expiration of that period the liability of the company ceased by the term of the contract, in the absence of any notice to applicants of the rejection of the application. After that time, in the absence of such notice, applicants knew by the terms of the contract that the company was no longer bound, and they might have sought insurance elsewhere.

The application for insurance by the plaintiffs must be regarded as a proposition made by them to the defendant, and was not binding upon the latter until it was accepted and the plaintiffs notified thereof. There is no allegation in the complaint that the defendant ever in any manner notified the plaintiffs of its alleged acceptance of their application, and hence the facts alleged do not show any binding contract for insurance, except the written contract, which had expired before the loss occurred.

Judgment affirmed.

NOTES ON INSURANCE CASES.

—An interesting case to marine insurance companies was decided in the New York superior court on the 23d inst. The action was brought against the United States Lloyds, upon a policy of insurance on a cargo of potatoes, or any part thereof, until safely landed, warranted "free of particular average"; the potatoes were transported to Yonkers, but the weather was so severe that it was impracticable to land them at once, and while the canal boat was at the dock she was sunk by floating ice. Thereupon the insurers abandoned the cargo to the underwriters, who refused to have anything to do with the potatoes, saying that they were not worth raising. The captain agreed with a dealer to take them out, the latter to have all he could save. At high water the potatoes were entirely submerged. The boat was pumped out; the potatoes taken ashore. Many of them were thrown away as rotten and the balance were sold as food for hogs. They were not merchantable and not fit for human food. The learned judge held that if the plaintiff used reasonable diligence in discharging the cargo, considering the weather, their recovery could not be defeated on account of the time between the arrival of the canal boat at the pier and the storm which caused the loss. He also held that on the occurrence of a stranding, like that in question, the voyage was lost by a peril insured against, and that the owners of the cargo had a right to abandon it; that this created a total loss and that the subsequent recovery of the goods in a damaged condition by extraordinary exertions did not alter the result but was merely a salvage service. On behalf of the underwriters it was claimed that before the storm a small portion of the potatoes had been landed, but the judge held that if it were so it would not defeat the right to recover for the total loss of those remaining on board. The jury found a verdict for the plaintiff for the entire amount of the claim.

Fractional Currency.

—Charles R. Knowles, manager for the state of New York (except metropolitan district) of the Royal insurance company, has been nominated for the assembly in the second district of Albany county. The election of Mr. Knowles to the legislature will insure, so far as one man with integrity and ability can insure, the passage of more equitable laws than those we have been receiving at the hands of professional politicians. We notice that one of the local newspapers opposes the election of Mr. Knowles because he is identified with the "insurance interests." It would, indeed, surprise those acquainted with the treatment which the "insurance interests" receive from political and time-serving newspapers if the candidature of Mr. Knowles did not meet with opposition. Without stopping to discuss the cause of this opposition or descending from our province to participate in a political controversy, we say that not only those who are directly and remotely connected with insurance, but all who are desirous to secure decent legislation, will be served by the election of Charles R. Knowles.

—On the 20th of October, 1877—little more than one year ago—Portland, N. B., was swept by a conflagration which destroyed 97 dwellings and rendered homeless fully 3,000 souls. Out of the dwellings then destroyed there are now erected and tenantable 68 buildings. Main street from Acadia to Portland presents a fine row of brick and brick-faced three-story houses, all occupied, with stores of superior design and finish. New and substantial sidewalks and retaining walls have been made, and the town is now enjoying the electric fire alarm, and it is provided with a fire brigade which is being made efficient and reliable.

—The Agricultural insurance company, of Watertown, N. Y., is about to extend its business to Canada. It made the preliminary deposit of $100,000 in bonds at Ottawa on Wednesday of last week.

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—The issuance by E. B. Harper, New York agent for the John Hancock Mutual life insurance company, of a circular letter bearing in conspicuous type the head line, "Reduction in Rates," gave currency to the rumor that that company had decided to follow the example of the Mutual life. Following this another rumor was circulated to the effect that the Mutual Benefit, of New Jersey, had also decided to make a reduction of 30 per cent. on new premiums. Both of these rumors found their way into the office of the New York *Herald*, and on the 26th inst. were presented to the public under this heading, "Cheaper Life Insurance—Two More Companies Reduce Their Premium Rates." Now, the truth is that neither of the companies decided to make, nor mean to decide upon making, a reduction in rates. Mr. George Thornton, president of the John Hancock, says "That the company have never authorized their New York agent to make any rebate from their premium rates, directly or indirectly, and they do not consider such a course necessary to meet honorable competition." This disclaimer would not have been necessary had Mr. Harper's circular been more explicit in making the announcement, "30 per cent. reduction in cash when the first premium is paid on ordinary life policies." He should have stated, as he no doubt intended to have been understood, that the "30 per cent. reduction" was to come out of his own commission. The Mutual Benefit also denies that it has reduced rates. The erroneous statement in reference to it, however, arose from the fact that it has decided to take notes for 30 per cent. of the premiums on ordinary life policies. Of course the amount of these notes is finally deducted from the policy.

—On the 13th of June last a fire broke out in the auction store of Leopold Josephson, at No. 126 Bowery, this city. The cause of the fire was subsequently investigated by the fire-marshal, and it was discovered that it originated in incendiarism, and Josephson and a salesman named Louis Rossman were taken into custody and indicted. Josephson on being admitted to bail absconded. Evidence was given to show that Rossman had been made a dupe of by Josephson, and, on being arraigned for trial on the 18th inst. in the court of general sessions, the prisoner, through his counsel, tendered a plea of guilty of arson in the fourth degree, which was accepted. The court sent the prisoner to the penitentiary for one year.

—The insurance involved in the East Buffalo, N. Y., pork packing house fire of Saturday last is distributed as follows:

Jefferson, St. Louis	$1,000	Tradesmen's, N. Y	$2,000
Faneuil Hall, Boston	1,500	Merchants', Newark	1,250
Relief	2,500	Lycoming, Pa	1,000
London, England	2,500	Royal Canadian	2,500
Safeguard	1,500	Eliot, Boston	1,500
Phœnix, Hartford	1,500	Standard, New Jersey	1,500
Manufacturers', Newark	1,500	Traders', Chicago	2,000
New York Central	1,500	Lamar, New York	1,500
Firemen's, Newark	1,250	New Hampshire	1,500
Union	1,250	Queen, England	2,500
Adriatic	2,500	Security	1,000
First National, Worcester	2,500	People's, Newark	1,000
Alliance, Boston	1,500	Rochester-German	2,000
Relief	2,500	Gebhard, New York	1,500
Meriden	1,250	Imperial and Northern	2,500
People's, Trenton	1,250	Lancashire, England	2,500
Manufacturers', Boston	2,500	Hanover	1,000
Capital City, N. Y	1,000	Equitable, Providence	1,000
Granite, Richmond	2,000	Manhattan	1,500
Guardian, London	2,500	State of Pennsylvania	2,500
Commercial, N. Y	2,000	Fireman's Fund, San Francisco	1,500
Newark, Newark	1,500	Shoe and Leather	1,500
Hamburg-Bremen	2,000	Northern, New York	1,000
Exchange, N. Y	1,250		
Buffalo-German	3,000	Total	$86,999

—The loss by the steamer John Bramall, says the Boston *Bulletin* of the 26th inst., has been extensively discussed in marine circles this week. She was bound from New Haven for Constantinople with a cargo of arms and munitions of war for the Turkish government, and she went ashore Friday afternoon of last week, at Little Sea Gull Island, Conn., before she had fairly started. The cargo is insured for over $1,000,000, and the steamer and freight for about $200,000 in England. The cargo is insured in the interest of the Winchester arms company and the Providence tool company. The Winchester company has, it is reported, insurance of $418,000 in the following offices: Atlantic Mutual, $213,000; Swiss Lloyds, $70,000; Switzerland marine, $60,000; General insurance company, of Dresden, $40,000; Pacific Mutual, $35,000; and Phœnix, Manufacturers', Mercantile Mutual, and Westphalia Lloyds, $25,000 each. It will be seen that the items do not foot the same as the aggregate given. The Providence tool company has over $60,000 insurance, all of which is in European offices. At last accounts the vessel was reported all right, though the sea, which was running very high, was breaking over her decks. Two schooner loads from the wreck have reached New London. It is found that the 21,000,000 balls and shells are seriously damaged. They were to be made into cartridges upon arrival in Turkey. Had they been made into cartridges before shipment the loss would have been much smaller, because they would have been put up in tin cases. Part of the 32,000 rifles will be damaged by water.

—The Capital City insurance company, of Albany, whose intention to retire from business was recently announced in THE CHRONICLE, has taken formal action in the matter by the passage of the following resolution:

Resolved, That in the judgment of this board it will now be for the best interests of the stockholders of this company to close up its business, pay all just claims and demands against it, and, as soon as may be safely done, make a *pro rata* division of its assets among its stockholders.

The condition of the company, according to the statement of its officers, is about as follows:

ASSETS.

U. S. 5-20s of 1867, registered	$57,497.50
U. S. Sixes of 1881, registered	92,880.00
U. S. 5-20s of 1865, registered	5,150.00
Call loans	8,500.00
Cash	5,523.21
Unpaid premiums	8,859.87
Accrued interest	61.81
Balance	845.61
	$174,318.00

LIABILITIES.

Capital stock	$150,000.00
Unpaid losses	6,368.00
Reinsurance fund	17,700.00
Rent, printing, etc	250.00
	$174,318.00

There is an additional contingent liability of $3,500, the amount of a judgment obtained against the company for a loss in New York. The company has appealed the case, which has not yet been decided. It is expected the capital of the company will be paid back in full.—On October 26th, Saturday last, all the risks of the Capital City insurance company were reinsured in the Lancashire insurance company, of England.

—The *Finance Chronicle and Insurance Circular*, of London, bearing date October 15th, says:

A feature of the Glasgow Stock Exchange on the 4th inst. was the eagerness of holders to dispose of insurance shares, occasioned perhaps by the fact that agents of district banks also in most cases represent insurance companies, and those belonging to the City of Glasgow bank would, of course, lodge any money received by them in that concern. It is not supposed, however, that the amount thus locked up is large, and the multiplicity in the dealings was merely spasmodic. So far as we can learn only one Scotch insurance company banked with the City of Glasgow, and it is looked upon as a certainty that depositors in the bank will ultimately be paid in full.

—An interesting case was recently decided in Philadelphia by referees ex-Attorney-General George M. Dalias and Judge A. C. Blodgett, of the Franklin fire insurance company, of that city. The facts are that the Jaynes estate, Chestnut street, Philadelphia, occupied as a dry goods store, was insured as a "four-story brick building, basement and tin roof." The first and second floors were additionally described by their dimensions, having rear projections. The property was destroyed by fire. The assured placed in his proofs of loss the damage to the sidewalk vaults, which, extending along two streets and being rather elaborate, was quite an item. It was shown that there were two cellar walls, and that the fronts of the building rested upon stone posts, similar to the supports under the building, and regularly dotting the basement; hence it was held that the basement and vaults were substantially one room, and consequently no one section could be stricken out as outside the building. Incidentally it was held that had these vaults been cut off by the foundation walls, and entrance thereto been by an archway, the vaults, under this expression or form of policy, would not have been insured.

—The St. Louis fire department has ordered 10,000 feet of the best make hose.

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—Messrs. Whiton & Tredick, insurance agents of this city, now represent nine companies, aggregating over $4,500,000 of assets. They are placing in each a good class of business. Among the companies represented by them will be found the New Hampshire, of Manchester, N. H., possessing a capital of $250,000, and surplus over all liabilities, exclusive of capital, of $113,000; the First National, of Worcester, Mass., with a capital and surplus of $229,000; the St. Paul fire and marine, of St. Paul, Minn., having a capital of $400,000, and total assets of nearly $900,000.

—The Boston *Advertiser* is responsible for this item:

In the proofs of loss to an interior mutual insurance company the assured scheduled a flag-staff and eagle, with halyards and flag, that had been destroyed, at $30. They were thrown out and the loss paid. Subsequently the assured submitted his settlement to a prominent Boston stock company's adjuster, who, demonstrating that the flag-staff and eagle were as much a part of the building as the blinds or the water-spouts, thus induced the assured to demand a reopening of his case, which after considerable correspondence was done, and a compromise of $125 taken as a clean discharge. And now the assured learns that his lightning rods ought to have been scheduled in the proof and payment insisted upon.

—The loss on the Adams hat factory, South Norwalk, Conn., has been adjusted as follows:

	Insurance.	Loss.
Building	$9,000	$7,163.81
Machinery	3,000	6,200.00
Tools	8,000	10,000.00
Totals	$20,000	$23,363.81

The cause of the fire still remains a mystery.

—We learn from the San Francisco *Alta* of the 15th inst. that a bill has been introduced in the lower house of the Oregon legislature which prescribes that the $50,000 deposited with the state comptroller by each insurance company doing business in that state must be in the bonds of some narrow-gauge railroad company, which shall have tracks so many inches wide, so much rolling stock, etc. (Item: There is but one narrow-gauge railroad in the state.) Of course it requires the consent of two parties to make a satisfactory bargain, and it is just possible that the insurance companies will close up their risks in Oregon and withdraw their United States bonds to some place where the legislature will not direct them what to buy with their money. Of course, no such law would be pronounced constitutional by any civilized court. In view of the losses by the recent fire in Junction City, perhaps the legislature will not be so anxious to drive out the insurance companies, and the action of the lower house may not receive approval in the cognate branch.

—A recent incendiary fire at Utica, New York, has provoked the *Herald*, the leading local paper, to speak thus plainly:

Incendiarism is not to be tolerated in this community. Years ago we had some experience with it, but of late have been signally preserved from fires of all sorts. Let no person suppose that he can perpetrate this crime without detection. Punishment is as certain as death, and the fire bell rung twice in a single night will set officers and citizens to more diligent watchfulness, and the courts will have little mercy for criminals who risk both the life and property of the innocent and unsuspecting. Our long immunity renders the recurrence of the crime the more offensive.

—The Citizens' insurance company, of Montreal, which after the big fires during 1877 in the province of New Brunswick withdrew from that territory, have reopened the general agency at St. John, under the management of Ira Cornwall, Jr.

—It seems marvelous that there is not some legislation insisted upon that shall prohibit the erection, in the midst of large cities, of large factories wherein are stored great quantities of the most inflammable material. Chicago recently barely escaped a terrible conflagration in consequence of the destruction by fire of one of these flimsy tinder-boxes, and, in the destruction of the chair factory the other day in this city, New York had a warning that should not be passed unheeded. Here was a big chair factory, five stories high, forty feet wide and a hundred feet deep, crammed full of the best kind of food for flame, surrounded by wooden and brick tenement houses filled with women and children, and so in position to carry panic and destruction throughout the neighborhood at the first alarm of fire. That the effects of the fire were comparatively unimportant, as regards the loss of life and property, is due to the excellence of our fire department, and not to the foresight of our city authorities. Why the whole block did not burn is really the thing to wonder at, just as we have constant reason to wonder why a hundred other blocks in the city do not burn every year under precisely similar conditions of exposure and peril.

It is time property owners and underwriters, as a matter of enlightened self-interest, took hold of the subject in earnest and uttered a vigorous protest against permitting carpenters' shops, chair factories, planing mills, piano factories, and all other kinds of exposing risks of the fire-brand order, to occupy central positions in populous neighborhoods and become the terror and the torch of such localities. It was a furniture factory that burned those churches and damaged 50 dwellings in West Twenty-third street; it was a railroad stable that damaged 22 buildings in East Fourteenth street; it was a piano factory in West Thirty-fifth street which carried destruction and misery into 93 dwellings, mostly tenement houses. Numerous other instances might be cited where immense loss has been caused by tinder-boxes of the character alluded to. Such industries should not be permitted to be carried on within the city limits, or, if they are, they should be surrounded with such safeguards as would destroy their dangerous character. But so long as there is no law to prevent their erection, and insurance companies continue to insure them for more than their value, the safety of the public and of adjacent property especially is in constant peril.—*National Fireman's Journal.*

—The Louisville *Courier Journal* of the 21st inst. has the following:

The name of Major J. B. Castleman is being canvassed by a number of our best citizens as a possible candidate for mayor. Major Castleman was a gallant and energetic soldier in time of war, and, coming to Louisville after the war, like the rest, "with no baggage," has made a conspicuous success in business. The city might easily go farther and fare worse in its search for a capable and honest chief magistrate. But how about Major Castleman? Can he afford so expensive a luxury?

And the Louisville *Evening Post* of same day says:

We may say we believe Major Castleman would make a mayor to whom our good city could look with confidence as a financier competent to clear up and successfully manage our much muddled finances. As a soldier in the lost cause, he was conspicuous for his gallantry, and, what is more important in this connection, he never shirked his duty or went to sleep on guard. As a citizen of Louisville, since the war, he has shown great energy and public spirit. It is safe to say, no man of his age stands higher to-day among the business men than Major Castleman. Of superior intellectual and scholarly attainments, of strong administrative ability and extensive business experience, he is a sound and safe man, worthy of any office in the gift of his fellow citizens.

And we say Major Castleman, as an insurance man, stands in the front rank of the profession.

—The following letter has been received by Messrs. Corbitt & Macleay, agents of the Imperial, London, Northern, and Queen insurance companies at Portland, Oregon, in reference to the monstrous bill now pending in the legislature of that state, and which is referred to in another portion of this paper:

SAN FRANCISCO, October 9, 1878.

A meeting was held to-day by the various insurance offices interested in Oregon business, to consult as to the best steps to be taken to prevent any legislation adverse to their interests.

A copy of a bill was presented which has been introduced into the house, providing for the $50,000 deposit from each company being hereafter made in first mortgage bonds of Oregon railroads; and while it was not considered that such a bill could ever be passed by an intelligent body of men, yet it was deemed advisable that the agents should be in possession of our ultimatum regarding the same, which is that, in the event of its passage, *all* shall withdraw and discontinue business in the state. In justification of this resolution we presume it is unnecessary to say anything further than that the companies could not be expected to take stock in any such speculative securities; and, besides, it is doubtful if any insurance commissioner would recognize them as valid assets.

As the matter now stands we have but to leave it to you and to the others interested to use such influence as you may possess to prevent this or any similar bill from becoming law. ROBT. DICKSON, *Manager.*

—Through the courtesy of Insurance Commissioner of Ohio Joseph F. Wright we are in receipt of a copy compiled and just published by him of all the acts and amendments to acts passed by the legislature of Ohio, and now in force, affecting insurance in that state.

—Mark Howard, president of the National fire insurance company, of Hartford, Conn., has returned from Europe much improved in health. We welcome him back.

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—The suit of the Manhattan fire insurance company *v.* the Commissioners of Taxes was argued before the general term of the New York supreme court on Monday last. The point raised was that the company has invested more than its capital in United States bonds and other securities, which frees it from all taxes. On that ground it made return to the tax commissioners showing that, throwing out the amount held for unearned premiums, it had nothing to be taxed on. The commissioners claimed that plaintiff was only entitled to withdraw half the unearned premiums from taxation, with 10 per cent., which leaves it subject to taxation for $54,600. Decision was reserved.

—George C. Douglas, who has for several years represented the New York Underwriters' Agency at the south, died at Atlanta, Ga., on the 25th inst. Mr. Douglas was but 34 years old. His father is Dr. George B. Douglas, of Savannah, who in him loses his only son. His mother was a sister of the late Governor Ellis, of North Carolina. Despite his youth and the drawback of extremely low health, for a long period, Mr. Douglas had attained a very high position in his profession as an underwriter. The company, whose interest he so ably and faithfully represented, will not easily supply his place.

—The National Board of Fire Underwriters has offered the following rewards for the detection and conviction of parties who fired premises at the following points:

$300—At Moers, Clinton county, N. Y., on March 24th, being the frame water-power saw mill of Thos. Armstrong.

$250—At Holly, Orleans county, N. Y., September 24th, being the planing mill and heading factory of Geo. W. Pierce.

$300—At Norfolk, Mass., on September 27th, being the dwelling and barn of Mary S. Hills.

$250—In the town of Western, Oneida county, N. Y., on October 5th, being the farm barns of Samuel and Jacob Auken.

$500—At Wilford, Mich., on September 1st, being the elevator building of B. T. Howland; also, his frame sheds and stock of lumber, etc., therein, all destroyed.

$500—At No. 114 State street, Painesville, Ohio, on October 10th, being the frame barn of L. P. Gaye; and on October 22d his dwelling and contents, same location.

$250—At West Medford, Mass., on October 1st, being the dwelling house of F. A. Hall.

$250—On Water street, Rockport, N. Y., on September 2d, 1877, being the cooperage storehouses of Bush & Porter.

—The fires in Milwaukee during the present month have been unusually heavy. Up to the 24th inst. the losses aggregated $34,450. The only loss above insurance was that of William Becker, the tanner, whose shortage will be about $3,000.

—The opinion printed in another portion of this paper of the attorney-general in the case of the Knickerbocker casualty insurance company, of this city, will be read with interest. It will be remembered that in August last complaints were made to the insurance superintendent to the effect that this company was violating its charter in transacting certain branches of the insurance business which were not specifically mentioned therein. The deputy insurance superintendent submitted the complaints to the attorney-general for his opinion thereon, and that official, as will be noticed, says that "in my opinion the complaint in respect to the nature of the business of this corporation does not present a case calling for official action." The insurance superintendent has dismissed the complaints. The chief result of the proceedings to the company is that it has obtained a considerable quantity of gratuitous advertising, which is calculated to benefit it.

—George S. Maxwell, the broker through whom was negotiated the forged check of the New York life insurance company for $64,500 on the Union trust company, has been rearrested and his bail fixed at $20,000. The very large commission taken by Maxwell on the transaction, and some other facts disclosed to the grand jury, led to his rearrest. George J. Forrest, however, became his bail, and he was released.

—A case has lately come before the German courts which will be difficult to decide. A gentleman who had insured in a life insurance company met his death by putting a double-barreled shot gun on an open fire hearth, for the alleged purpose of cleaning it. One of the barrels was loaded, and the charge exploded, killing the man instantly. The company objected to pay on the ground of culpable and gross carelessness. The court of first instance, in Mecklenburg, required the company to prove that the insured was cognizant at the time that one of the barrels was loaded; the second court of instance required proof only of the gun being put in the fire for the purpose of cleaning. On the appeal of the widow the imperial commercial court has further called on the company to furnish evidence of gross carelessness. According to this latter court the insured might have examined the gun and not perceived that one barrel was loaded The company was proceeding on the ground that either no examination at all took place, or else that there was an examination and the charge found.—*Bulletin.*

—Ezra T. Cresson, late cashier of the Franklin fire insurance company, of Philadelphia, has been made secretary of the company, *vice* Theo. M. Reger.

—United States supervising inspector of steamboats for the second district of New York has addressed a communication to local inspectors directing them to make a more careful examination of boilers. The communication concludes as follows:

I am aware that the force of inspectors at your command is insufficient to carry on the work of your office if this order be complied with, and I have therefore asked the permission of the secretary of the treasury to increase the number of boiler inspectors to meet the requirements of the service. You will also require your assistants to keep a minute record in their official daily journal of the time of the commencement and completion of the examination of each steamer, her hull, boilers, machinery and equipments, making full notes of all peculiarities of construction, condition, deterioration and repairs.

—An amusing incident is reported in connection with a recent fire at the store of Lynch & Co., Ellendale, Del. The fire broke out during services at the churches. The Methodist presiding elder of the district was stopping with Mr. Lynch, and had left his carpet bag at the house when going to the church to preach. The cry of fire rudely disturbed the worshipping congregation, and there was considerable commotion and a good deal of getting up and rushing out. The preacher, in no wise disconcerted, inquired calmly for the cause of the panic. "A fire," cried several. Still the preacher was calm, and advised his people to be not disturbed; but when some one, more bold than the rest, ventured to say that the fire was at Lynch's, the good presiding elder remembering that he who hesitates is lost, rushed from the pulpit and the church, and was upon the scene of disaster in time to snatch the bag, a brand from the burning.

—The city council of Racine, Wis., has appointed Professor Hindley, of Racine college, inspector for that city of illuminating oils. A recent discovery that most of the kerosene used in the city was below the standard test prescribed by the laws of the state led to the appointment, the announcement of which is received with much favor.

—The agreeable news comes from the southern coast of the New England states that the marine losses by the recent storm fell very lightly on the insurance companies. The vessels completely wrecked or partially disabled were, with few exceptions, coasting schooners, engaged in the coal trade between Pennsylvania and the seaports north of Cape Cod.

—C. L. Babcock has been appointed general agent at Rutland, Vt., of the Phœnix Mutual life insurance company, of Hartford, Conn.

—On the 23d inst. Charles W. Pontez, who was until recently employed as policy clerk by the New York life insurance company, was arrested for complicity in the forgery of a check for $64,225, purporting to be drawn by the New York life on the Union Trust company, and by which the latter institution was victimized over a year ago. Bail was fixed at $20,000, and the prisoner being unable to procure that amount he was committed to the tombs.

—W. F. Merrill, of Portland, Me., general agent of the New York life insurance company, has removed from that city to Springfield, Mass.

—In the case of Margaret M. Dyer, of Hamilton, Butler county, Ohio, *v.* the Mutual Benefit life insurance company, a verdict has been returned in the United States court for the plaintiff for $5,000, the full amount of her husband's policy, with interest.

—The city council of Leavenworth, Kansas, on the 25th inst. ordered 500 feet of new hose of the best make.

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—William M. St. John was on the 29th inst. unanimously elected president of the Standard fire insurance company, of this city, *vice* William Cripps resigned. Mr. Cripps has been president of the company from its organization in March, 1859. He is now in his 81st year, and retires from the company with the respect and esteem of the shareholders, who, with one accord, voted him a retiring pension of $2,500 a year for the remainder of his life, which he expects to pass at his native place, Nottingham, England. Mr. St. John has been with the company from its commencement, and has well won the position he now holds. The company has a capital of $200,000; liabilities, $48,000; and a surplus over all of $160,000.

—In a recent official report of the chief engineer of the Denver, Col., fire department the charge is openly made that many of the incendiary fires in that city during the past year have been caused by members of the fire department. If the allegations of the chief engineer be true he should endeavor to trace the crimes to individuals, and with the aid of the local authorities secure the arrest, conviction and punishment of the guilty parties. There are doubtless many reputable men connected with the fire department, and it is manifestly unfair to oblige them to share the odium which now rests upon the entire department. Let the names of the guilty persons be given to the public and their punishment insured beyond peradventure.

—The recent destruction of Edenburg, Pa., has called attention to the fact that a single hose company and a limited water supply were all it relied on for protection against fire. Referring to the destruction of Edenburg, the Pittsburgh *Commercial Gazette* says:

> There is scarcely a doubt but what Edenburg is dead beyond all hope or power of a resuscitation. It will never be rebuilt. It will exist henceforth only in memory.

Would it not be wise if the authorities of other towns and cities, who are equally unmindful as those of Edenburg have been of the necessity to provide reliable means for the prevention or extinguishment of fires, would profit by the lesson herein inculcated?

—The common council of Richmond, Va., has amended the fire ordinance of that city so as to abolish the "commanders" of the fire department and appoint three assistant engineers instead.

—C. S. Clay and Messrs. Merritt & Du Bois, insurance agents, Kingston, N. Y., have formed a copartnership, and will make a strong team for the placing of policies.

—The Phenix fire insurance company, of Brooklyn, in order to place their marine policyholders on equal terms with those holding policies in English companies, have appointed Messrs. Cole & Kirkman, of Liverpool, England, their attorneys of record to receive certificates.

—There is no doubt of the fact that many outsiders—men who are not members of any fire organization—attend fires with the best of motives, but they are the source of the greatest annoyance to the regular fire brigade, who they are continually interfering with by giving orders and otherwise annoying them. We don't propose to abridge the rights of any of our fellow citizens so far as helping at a fire in the time of need, but all outsiders should put themselves under the control and the orders of the regularly elected officers of the department if they expect to be of any use. By neglecting to do so they become—must we speak it plainly?—only annoyers and hinderers of proficient men who go to all fires, at all times of the day and night, through a pure desire to quell the flames, and know how to do it if left to themselves.—Columbia (S. C.) *Register*.

—The Davenport, Ia., *Gazette*, with wisdom and well directed zeal, is urging upon the local authorities the necessity for the introduction of the fire alarm telegraph. No fire department can be effective without the aid of this most essential apparatus.

—William Muir, general adjuster and special agent, Philadelphia, offers his services for the adjustment of losses, etc., in Pennsylvania and adjoining states to fire insurance companies, and refers to several officers of companies in that city.

—The Commercial fire insurance company, of this city, is extending its agencies at the west. It is now represented in Iowa, Minnesota, Wisconsin, Missouri, Michigan, Indiana and Illinois. John Naghten, of Chicago, one of the most reliable and energetic men of that go-ahead city, has just been appointed general agent for these states, and is placing the company in the hands of some of the best local agents at various points in his territory. The Commercial in July last showed a surplus of over $172,000. The par value of its shares is $50; in July last they sold at $133.

—A policyholder of the defunct American Popular life insurance company, having written to the New York *Sun* to ask about the action of Receiver Laurence in issuing notes to the policyholders requesting them to assign their claims to him, that journal replies as follows:

> So far as can be ascertained at the office of the receiver, Mr. E. Z. Laurence, 5 Wall street, the explanation is this: The receiver was appointed custodian by the supreme court of all the property of the company for the purpose of making a dividend. The principal property is the sum deposited with the insurance department at Albany, which has not yet been paid over to the receiver, amounting to $100,000. In the similar case of the Asbury life insurance company, it required much litigation and legislation to get the money from the department into the hands of the receiver. This was expensive to the policyholders, and caused great delay. Mr. Laurence thinks that he can get possession of this money if a sufficient number of the policyholders will give their consent, and it is this consent that he asks in his circulars. The court has ordered Mr. J. Sanford Potter to take testimony, as referee, as to all claims against the American Popular company, and has limited the time to the 15th of March next. Those who hold policies may either go before the referee, Mr. Potter, at 5 Wall street, prove them, and then await the result of the receiver's efforts to get possession of the assets, or they may give their consent to the receiver's getting possession of the money from the insurance department, as a means of facilitating the division. At present, Mr. Laurence has only about $25,000 on hand to divide among the policyholders.

—At a meeting of the Detroit, Mich., inland marine insurance agents held on the 23d inst., it was decided to reduce the rates on cargo insurance to 45c. to Buffalo, 65c. to Lake Ontario ports, 75c. to Ogdensburg, and $1 to Montreal, with 10 per cent. off on "A" vessels. This reduction, which took immediate effect, it is said, was due to the fact that the rates previously in force were too high in proportion to the rates charged from other ports.

—The Brooklyn life insurance company has recently paid claims under two policies on the lives of two men whose paths through life were wide apart, and whose deaths contrast sadly with each other. One policy for $20,000 was on the life of Bishop Galberry, of Hartford, Conn. His life was pure, and his death was calm. The other policy was for $3,000, on the life of Gustave Mahe, president of the French savings bank, of San Francisco, Cal. He was a defaulter for over $300,000, and his death was that of the suicide. A year or more ago the Brooklyn had also paid him an endowment policy of $10,000.

—The Star fire insurance company, of this city, has removed from its old quarters, where it so long shone conspicuously, to 141 Broadway, the offices lately occupied by the Gebhard, which company it amalgamated with or absorbed. The new offices of the Star are fitted up with taste and at moderate expense.

—J. J. Desmond & Sons, of San Francisco, Cal., have been appointed agents for the United Firemen's insurance company, of Philadelphia, Pa., for the Pacific coast.

—We are indebted to the ubiquitous reporter of the Chicago *Times* for this piece of information:

> The board of underwriters were in secret session for several hours on yesterday (25th inst.), discussing a proposition to reduce the rates on elevator risks. Some favored a reduction of twenty-five cents; some wanted to make it fifty; and a few suggested double that amount. But they frittered away the entire session in discussion, without reaching any conclusion or taking any action. The non-board are writing on nearly all the grain in elevators, and the board underwriters have an idea that by reducing their tariff they can secure a larger share of the business. Another meeting for consideration of the subject will be held at the board rooms on next Friday.

—Reports have been put in circulation to the effect that the Scottish Commercial insurance company was largely mixed up with the affairs of the City of Glasgow bank, and in consequence the shares of the company have been to some extent affected. We can state, on the best authority, that the rumors in question are totally unfounded. The Scottish Commercial does not hold a single penny of City of Glasgow bank stock.—*Finance Chronicle*, London.

—The Home fire insurance company, of Columbus, Ohio, is about to withdraw from the state of Minnesota.

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—The non-forfeiture law passed by the legislature of Maine, February 7, 1877, guarantees to all policies issued by the Union Mutual life insurance company, of Maine, since the first day of April, 1877, the benefits of continued insurance for a definite period beyond the date of lapse for the non-payment of any premium due, after a policy has been in force three or more years. It compels the company, without any action or notice from the policyholder, to carry the insurance as long as three-fourths of the legal reserve will pay the tabular rate for death losses. The other fourth of the reserve is allowed the company as a fair compensation for all future expenses properly chargeable to the policy, and for the loss of paying members. If a death claim occurs under any policy continued in force by the law, all the premiums due from the date of lapse to the date of death, with interest, are by the terms of the law deducted from the face of the policy. If the party lives beyond the extension, the insurance ceases. Under its honest, progressive management, combined with its unquestionble financial soundness, the Union Mutual life fully deserves the popularity and confidence it has achieved.

—A dispatch to the *Cincinnati Commercial* from Cleveland, dated October 23d, says:

A suit, which has been on trial in the common pleas court of Cuyahoga county since the 14th inst., and which attracted a great deal of attention on the part of bankers and insurance men here, was concluded to-day. The Merchants' National bank of Cleveland sued the Insurance Company of North America for insurance alleged to be due on J. Mellor's stock of wines and liquors burned December 18, 1875. After the defendant had insured the stock, Mellor obtained a loan of money of plaintiff, and as security defendant indorsed the policy, payable in case of loss, to plaintiff. As stated the stock, which Mellor represented to the insurance company as worth $13,000, was totally destroyed. Then defendant refused to pay the insurance, alleging that it was secured by falsely representing the value of the stock; also, because the fact that the same stock was insured with the Royal was kept from the agent; a policy was taken, and the amount insured with defendant was $2,000. The jury returned a verdict of $468 for plaintiff, and fixed the value of stock destroyed at $1,400. The case will probably be appealed.

—Miss Janet Nimmo, oldest daughter of Mr. James Nimmo, our business representative, was on the 22d inst. united in marriage with Mr. James McNaughton, of Brooklyn. We wish the young couple happiness and prosperity to their hearts' content.

—In the course of an intelligent article on the use of kerosene oil, the daily *Times*, of this city, says:

Now, most of the oil in use in this city would, if tested, be found to flash between 80° and 95° Fahrenheit, proving that a slight increase in the ordinary temperature was alone needed to make it evolve explosive vapor. Where kerosene lamp explosions take place it is often found that the lamp was on a mantelpiece over a stove where the temperature was higher than elsewhere in the room, and hence, when two-thirds of the oil in the lamp was used up, its place was filled by an invisible vapor of great explosive power. Any defect in the top of a lamp which allowed the vapor to come in contact with the flame would, under these circumstances, produce an explosion; or it might come about by driving the flame down into the lamp through the common though hazardous practice of blowing out a light from the top of the glass chimney. When kerosene oil is sold at from 10 to 15 cents per gallon, those who purchase it should exercise the utmost caution in its use, as there is little probability of its being a safe and reliable article. In all this there is need of reform, and this should take the shape of an enforcement of existing laws.

—Says the Racine correspondent of the Milwaukee *Sentinel:*

The fact has just come to light that our citizens have been using very dangerous and explosive kerosene oil. Out of fifteen samples that have been tested only three proved to be near the standard fixed by law. Some of the samples examined were found to be so low as to render them as dangerous as gunpowder. The tests were made by Professor Hinley, of Racine college, who made a lengthy report on the subject to the city council, and the mayor has recommended that the gentleman be appointed inspector, which was acted upon by the council. Many dealers in the city are doubtless ignorant of the dangerous article they are selling. No person can tell from the appearance of kerosene whether it is safe to use, and for that reason the appointing of an inspector, whose duty it shall be to test all kerosene oil, is heartily appreciated. It is a miracle that no explosions have taken place, as the oil used lately has been unusually dangerous.

—Death has stricken another from the Travelers' roll of useful agents. Mr. William B. Wharton, of the firm of Wharton, Riddle & Co., Terre Haute, Ind., died on the 5th of October, of typhoid pneumonia, after only a week's illness. Mr. Wharton has represented the company about eight years, proving a diligent and efficient promoter of its interests. He was one of those men whose places, when made vacant, it always seems hard to fill. His wife died a few months ago, and only one daughter is left of the family. —*Travelers' Record.*

Knickerbocker Casualty Insurance Company.

STATE OF NEW YORK,
OFFICE OF THE ATTORNEY-GENERAL. } ALBANY, October 25, 1878.

HON. JOHN A. McCALL, JR.,
Deputy Superintendent of Insurance:

DEAR SIR,—Other engagements have prevented me from making an earlier response to your communication of August 30th last, referring to this office for advice certain complaints against THE KNICKERBOCKER CASUALTY INSURANCE COMPANY.

The complaint is in substance that the Company, in addition to Insurance of Travelers against accidents, insures Plate Glass against breakage and Steam Boilers against explosion, and that such last named insurances are not authorized by the Charter or By-Laws.

The complaint seems to proceed from rival business interests, and does not show that any person claims to have been or is likely to be injured or defrauded by the Company, or that it has failed to meet any of its obligations, or that those insurances are not *bona fide* and made at reasonable rates. It is fair to assume, therefore, that no such grounds of complaint exist.

I find on examination that the certificate of organization and proposed charter were submitted to the Superintendent for approval in December, 1874, the objects of the Corporation being set forth in the exact language of the statute, and the corporate name proposed being "THE KNICKERBOCKER PLATE GLASS AND ACCIDENTAL INSURANCE COMPANY OF NEW YORK."

On the 25th of January, 1875, the organization and Charter were duly approved, in pursuance of law, by the Attorney-General's Department, by Hon. Charles S. Fairchild, then Deputy Attorney-General, and the subsequent proceedings in respect to examination of assets and the report thereon, were taken by the Superintendent of Insurance, which resulted in a due authorization of the Company to commence business under the Charter and name proposed on the 17th of March, 1876.

Since that time the Company has been engaged under its Charter making Insurances upon persons against Accidents, and upon Plate Glass and Steam Boilers, and has made its Annual Reports according to law to the Superintendent, and its business has been accepted and acquiesced in by the Insurance Department and the Legislature.

By Chapter 334 of the Laws of 1876, passed May 15th, 1876, the Company was authorized to change its name from "The Knickerbocker Plate Glass and Accidental Insurance Company," to "THE KNICKERBOCKER CASUALTY INSURANCE COMPANY OF NEW YORK," and the name was changed accordingly.

By this act the sanction of the Legislature was given to this Corporation and its business, as then conducted, and for that reason any question of original authority to make such insurance under the provisions of the act of 1853, and its amendments, is immaterial. The Legislature has also at different times recognized the business of insuring Plate Glass and Steam Boilers, by laws regulating such insurances, which could only have been based upon the assumption that they were authorized by the act of 1853, as amended, there being no other statute under which Companies for those purposes could be organized (Chapter 617, Laws of 1873; Chapter 489, Laws of 1877; Chapter 614, Laws of 1867.) The provisions of those acts may be questionable propriety, and material amendment or repeal may be desirable, but (with the exception of the act of 1873, which has been repealed) they must be applied and effect given to them as existing statutes.

In the case of an original application for approval of a Charter, I would be inclined to adhere to the opinion communicated to you on the 25th of February, 1878, but in this case the Charter of the Company has been duly approved by the Departments of the Government charged with that duty, and its business officially recognized. Under such circumstances, there should be better reason than a difference of opinion as to the principles of construction to be applied to the statute, under which authority to commence business is given, to justify interference with business already approved and established.

I have the honor to advise you, therefore, that in my opinion the complaint, in respect to the nature of the business of this Corporation, does not present a case calling for official action.

With regard to the assets of the Company, that is a matter under the supervisory jurisdiction of the Superintendent to make such examinations, and to take such action, authorized by the statute, as he may find to be necessary, and for the public interests.

Very respectfully yours, &c.,

A. SCHOONMAKER, JR.,
Attorney-General.

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THE

BERKSHIRE

LIFE INSURANCE COMPANY,

Pittsfield, Mass.

Incorporated 1851.

Every policy is NON-FORFEITABLE, not only by its terms but under the statutes of Massachusetts, which provide that, if the assured should, at any time, fail to pay premiums when due, his premiums already paid are *not forfeited* to the Company, but are used to *continue* his insurance for the FULL AMOUNT OF HIS POLICY, until they are exhausted or fully earned by the Company.

☞ Competent and reliable men wanted for General, District, and Local agents, for all unoccupied territory in the Eastern, Middle and Western States.

Send for plans and rates to home office.

WILLIAM R. PLUNKETT.....President
JAMES M. BARKER.....Vice-President.
JAMES W. HULL.....Secretary and Treasurer.
WILLIAM H. HALL.....Assistant Secretary.

Washington Life Ins. Co.

OF NEW YORK.

CYRUS CURTISS, - - - - President.

IN THIS COMPANY POLICYHOLDERS HAVE THE ADVANTAGE OVER THOSE OF ALL OTHER COMPANIES, IN NON-FORFEITABLE DIVIDENDS TO KEEP THEIR POLICIES IN FORCE. See Charter.

COAL AND IRON EXCHANGE BUILDING,
Corner Nassau Church and Courtland Streets, New York.

ALLIANCE

INSURANCE COMPANY, OF BOSTON.

Organized July 1st, 1875.

Cash Capital, ...$200,000.

GEORGE H. LONG, *President.* CHAS R. HOWARD, *Secretary*

Agencies in all the principal Cities.

Policies issued against FIRE losses ONLY.

UNION MUTUAL LIFE INS. CO.

JOHN E. DE WITT, President.

Home Office, - - - - - - - - - - - - - - Augusta, Maine.

DIRECTORS' OFFICE, 153 TREMONT STREET, BOSTON, MASS.

ASSETS, December 31, 1877, - - - **$7,891,671.67.**

Surplus over Liabilities at same date, New York Standard, - - - - $583,417.53.

All Policies issued after April 1, 1877, which shall have been in force three full years, will be entitled to all the benefits arising from the "Maine Non-Forfeiture Law"; or, if surrendered within ninety days after lapse, Paid Up Policies will be issued instead, if parties prefer.

Practical Results of the Maine Non-Forfeiture Law, passed Feb. 7, 1877, Illustrated by a Whole Life Policy, Issued at Age 30, and allowed to Lapse after the Payment of Three or more full Annual Premiums—Premiums having been paid wholly in Cash.

Premiums paid before Lapse.			Additional Time Under the Law.		Amount Due if Death occurs on Last Day of Extension					Insurance over the Premiums.
No.	Amount.	Age When Stopped.	Years.	Days.	Age at Death.	Amount of Policy.	Premiums and interest to be deducted. No.	Premiums and interest to be deducted. Amount.	Due Heirs.	
3	$681	33	2	212	36	$10,000	3	$759.87	$9,240.13	$8,559.13
4	908	34	3	170	37	10,000	4	1,041.38	8,958.62	8,050.62
5	1,135	35	4	133	39	10,000	5	1,339.18	8,660.82	7,525.82
6	1,362	36	5	100	41	10,000	6	1,655.36	8,344.64	6,982.64
7	1,589	37	6	67	43	10,000	7	1,990.05	8,009.95	6,420.95
8	1,816	38	7	26	45	10,000	8	2,340.74	7,659.26	5,843.26
9	2,043	39	7	328	47	10,000	8	2,477.51	7,522.49	5,479.49
10	2,270	40	8	236	49	10,000	9	2,843.77	7,156 23	4,886.23
11	2,497	41	9	114	50	10,000	10	3,205.85	6,794.15	4,297.15

DANIEL SHARP .....VICE-PRESIDENT.
J. P. CARPENTER.....SECRETARY.
HENRY D. SMITH .....ASSISTANT SECRETARY.
A. G. MILTON..... ....ACTUARY.
A. HUNTINGTON.....MEDICAL DIRECTOR.
NICHOLAS DE GROOT.... .....CASHIER.

Active Agents wanted. Apply to Directors' Office or to any Agency of the Company.

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THE

MANHATTAN

LIFE

INSURANCE COMPANY,

OF

NEW YORK,

Nos. 156 and 158 Broadway.

NO EXPERIMENT,

BUT AN

ESTABLISHED INSTITUTION

ORGANIZED A. D. 1850.

HENRY STOKES..... President.
C. Y. WEMPLE.....Vice-President.
J. L. HALSEY.....Secretary.
H. Y. WEMPLE, H. B. STOKES } Ass't-Secretaries.
S. N. STEBBINS.....Actuary.

AGRICULTURAL

INSURANCE COMPANY,

WATERTOWN, N. Y.

Assets, January 1, 1878.....		$1,103,070.56
Liabilities, including Capital, unpaid losses and Reinsurance.....	$901,130.59	
Surplus.....	201,939.97	$1,103,070.56

Has been doing business over twenty-four years under the same official management.

INSURES

Dwellings and Farm Property only.

BRANCH OFFICE,

163 BROADWAY, ...NEW YORK.

JOHN A. SHERMAN, President.
E. F. CARTER, Vice-President.
ISAAC MUNSON, Secretary.
H. M. STEVENS, Assistant-Secretary.
H. DEWEY, General Agent.

THE

NEW ENGLAND

MUTUAL LIFE INS. CO.,

Corner of Milk and Congress Streets,

BOSTON.

Accumulation..... $14,466,920.53

Annual returns of Surplus made upon the anniversary of Premiums falling due.

BENJ. F. STEVENS.....President.
JOS. M. GIBBENS.....Secretary.
W. C. WRIGHT..... ....Actuary.
DWIGHT FOSTER..... .....Counsel.

FIRE ASSOCIATION

OF PHILADELPHIA.

Organized 1817.

WILLIAM T. BUTLER.....President.
A. LOUDON SNOWDEN... .....Vice-President.
JACOB H. LEX.....Secretary.

ANDERSON & STANTON. Agents,

No. 152 BROADWAY, NEW YORK.

First National

FIRE

Insurance Company,

OF WORCESTER, MASS.

CHAS. B. PRATT.....President.
R. JAMES TATMAN..... Secretary.

JOHN M. WHITON, AGENT,

165 AND 167 BROADWAY, - NEW YORK.

PIEDMONT & ARLINGTON

LIFE INSURANCE COMPANY,

RICHMOND, VA.

Accumulations, - - $2,000,000

D. J. HARTSOOK,..... ....President.
JOHN E. EDWARDS,.....Vice-President.
J. J. HOPKINS,..... ..Secretary.
B. C. HARTSOOK,...Assistant Sec'y and Cashier.
PROF. E. B. SMITH,.... .....Actuary.
DR. C. H. SMITH.....Medical Examiner.
W. C. CARRINGTON..Counsel and Legal Adviser.
H. C. DESHIELDS,.....Sup't Agencies.
L. S. EDWARDS.....Gen'l Agent Home Office.

ÆTNA

LIFE

INSURANCE COMPANY,

Hartford, Conn.

Assets, Jan. 1, 1878, $24,141,175.70

T. O. ENDERS, PRESIDENT.

W. H. BULKELEY,.....VICE PRESIDENT.
J. L. ENGLISH..... ..SECRETARY.
H. W. ST. JOHN,..... .....ACTUARY.
G. W. RUSSELL, M. D., CONSULTING PHYSICIAN.
J. C. WEBSTER,.....SUP'T OF AGENCIES.

The ÆTNA issues policies on all plans in general use, at unusually low cash rates, with annual cash dividends. It also issues RENEWABLE TERM POLICIES on a plan originally introduced by this Company, which furnishes insurance at the *smallest possible outlay of money*.

All policies non-forfeiting by their terms.

Desirable agencies can be obtained by applying to the Company's General Agents, or to the Home Office.

INCORPORATED MARCH 24, 1853.

COLUMBIA

FIRE INSURANCE COMPANY,

59 Liberty Street, - - New York.

CASH CAPITAL, $300,000.

Losses paid from organization to 1st Jan., 1877.....	$1,761,932.00
Dividends paid.....	449,000.00

Statement, August 1st, 1878.

ASSETS.

U. S. Government Bonds.....		$244,245.00
N.Y. City and Brooklyn Bonds and Stocks		29,400.00
Cash in Banks and Office.....		6,061.90
Loans on call, secured by Government and Bank Stock.....		36,000.00
Bonds and Mortgages—property double value.....		20,000.00
Interest accrued and Premiums in course of collection.....		11,268.66
		$346,975.56

LIABILITIES.

Unadjusted Losses.....	$6,146.68	
Reinsurance Reserve.....	36,000.00	$42,146.68
Net Surplus		$4,828.88

GEORGE W. SAVAGE..... .....President.
JOHN B. ARTHUR.....Secretary.

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LIFE ASSOCIATION OF AMERICA

ST. LOUIS, MO.

H. W. HOUGH, - - - - President.

JOSEPH W. BRANCH.....Vice-President.
GEO. H. LOKER.....2d Vice-President.
EDWIN W. BRYANT.....Actuary.
J. D. HENRIQUEZ.....Secretary.

LIFE, ENDOWMENT AND TERM INSURANCE.

ROYAL CANADIAN

Insurance Company, Montreal, Canada.

ANDREW ROBERTSON, PRESIDENT. Hon. J. R. THIBAUDEAU, VICE-PRESIDENT.
ARTHUR GAGNON, SECRETARY.
C. F. SISE, Boston.....Resident Manager for United States.

WM. HUGHES, Manager, 181 Broadway, New York.
JOHN NAGHTEN, General Agent, Chicago, Illinois.
J. A. RIGBY, General Agent, Baltimore, Md.
DOUGLAS WEST, Manager, New Orleans, La.
W. J. CALLINGHAM & CO., General Agents, San Francisco, Cal.

GERMAN-AMERICAN INS. CO.

OF NEW YORK.

OFFICE,.....No. 179 BROADWAY.

January 1st, 1878.

Gross Assets		$2,324,709.06
Reserve for Unearned Premiums	524,767.34	
All other Liabilities	112 990 75	
Capital Stock	1.000.000.00	
Net Surplus	**686,950.97**	
		$2 324.709 06

E. OELBERMANN,.....President.
JAMES A. SILVEY,.....Secretary. | JOHN W. MURRAY,.....Vice-President.
THOS. F. GOODRICH, Secretary Agency Department.
JOHN MARR, General Agent. JAMES NOXON, Special Agent.

EUGENE CARY, Manager Western Dep't, Chicago. JOHN S. BELDEN, Assistant Manager.
BARBEE & CASTLEMAN, Managers Southern Department, Louisville, Ky.
FARNSWORTH & CLARKE, Managers Pacific Dep't, San Francisco, Cal.

Represented in all the Leading Agencies throughout the Country.

PHENIX INSURANCE CO.,

OF BROOKLYN.

Office, Western Union Telegraph Building, Broadway, Corner Dey Street, NEW YORK.

January 1, 1878.

Capital, paid in Cash	$1,000,000.00
Reserve for all Liabilities, including Reinsurance	969.389 79
Net Surplus	789.611 75
Total Assets	**$2,759,001.54**

STEPHEN CROWELL, *President.*
PHILANDER SHAW, *Vice-President.* WM. R. CROWELL, *Secretary.*

18th Annual Statement of the

EQUITABLE

Life Assurance Society of the U. S.

120 BROADWAY, NEW YORK,

HENRY B. HYDE, - - President.

For the year ending December 31, 1877

Amount of Ledger Assets, January 1, 1877		$30,416,719.90
Less Depreciation in U. S. Gov't. Bonds	$77,932.36	
Less Special Contingent Fund to meet any depreciation in value of Real Estate	322,897.09	400,829.45
		$30,015,890.45

INCOME.

Premiums	$7,066,650.49	
Interest and Rents	1,854,377.62	8,921,028.11
		$38,936,918.56

DISBURSEMENTS.

Claims by Death and Endowments	$2,074,127.52	
Dividends, Surr. Values and Annuities	3,160,149.24	
Total paid Policy-holders	**$5,234,276.76**	
Dividend on Capital	7,000.00	
Agencies and Commissions	459,908.27	
Expenses and Extinguishment of future Commissions	662,042.11	
State, County and City Taxes	95,699.55	
		6,458,926.69
Net Cash Assets, Dec. 31, 1877		$32,477,991.87

ASSETS.

Bonds and Mortgages	$13,723,318.44
Real Estate in New York and Boston and purchased under foreclosure	6,286,744.94
United States Stocks	5,829,413.47
State Stocks, and Stocks authorized by the Laws of the State of New York	3,238,068.91
Loans secured by United States, and State and Municipal Bonds & Stocks authorized by the Laws of the State of New York	1,953,206.00
Cash on hand, in banks and other depositaries on interest and in transit (since received)	1,106,340.52
Commuted Commissions	103,751.74
Due from Agents on Acc't of Premiums	237,947.85
	$32,477,991.87
Interest and Rents due and accrued	391,474.90
Premiums due and in process of collection	79,418.00
Deferred Premiums	578,860.00
Premium on Gold on hand	2,911.00
TOTAL ASSETS, Dec. 31, 1877	**$33,530,655.77**
Total Liabilities, including reserve for reinsurance of all existing policies	$27,330,654.00
TOTAL UNDIVIDED SURPLUS	**6,200,001.77**
Of which belongs (as estimated) to Policies in general class	3,610,082.77
Of which belongs (as estimated) to Policies in Tontine class	2,589,919.00

New Business in 1877, 6,609 Policies, assuring $20,712,793.

From the undivided surplus, reversionary dividends will be declared available on settlement of next annual premium, to participating policies.

G. W. PHILLIPS, J. G. VAN CISE, *Actuaries.*

We, the undersigned, have (in person) carefully examined the accounts, and have counted and taken an account in detail, of the assets and property of the Society, and hereby certify that the foregoing statement thereof and of the business of the Society is correct.

BENNINGTON F. RANDOLPH, JAMES M. HALSTED,
HENRY S. TERBELL, ROBERT BLISS,
THOMAS A. CUMMINS.
Special Committee of the Board of Directors.

JAMES W. ALEXANDER. .....Vice-President.
SAMUEL BORROWE.....Secretary.
E. W. SCOTT.....Superintendent of Agencies.

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1851. THE 1877.

MASSACHUSETTS MUTUAL

LIFE

INSURANCE COMPANY,

SPRINGFIELD, ... MASS.

INCORPORATED 1851.

Assets, $6,421,777.04.

All Policies non-forfeitable by law of the State of Massachusetts.

R. W. BOND, *President and Treasurer.*
HENRY FULLER, JR., *Vice-President.*
AVERY J. SMITH, *Secretary.*
OSCAR B. IRELAND, *Actuary.*
DAVID P. SMITH, M. D., *Medical Examiner.*

WATERTOWN

FIRE

INSURANCE COMPANY,

WATERTOWN, N. Y,

Insures Residence Property Against FIRE AND LIGHTNING.

January 1, 1877.

Cash Capital...	$200,000.00
Cash Assets...	725,819.08
Reinsurance Fund...	433,602.72
Net Surplus...	64,754.72

HON. WILLARD IVES,.....President.
U. S. GILBERT,.....Vice-President.
JESSE M. ADAMS,.....Secretary.
C. H. WAITE,..... General Agent

NEW YORK OFFICE,
81 Cedar Street,
SATTERLEE & SMITH, AGENTS.

TRANSATLANTIC

FIRE INSURANCE COMPANY,
OF HAMBURG, GERMANY.

STATEMENT, JANUARY 1, 1878.

SUBSCRIBED CAPITAL (Gold).....	$1,125,000.00
Called in and paid up.....	225,000.00
Reserve for all other Liabilities, including Reinsurance.....	277,031.30
Net Surplus.....	128,130.00
TOTAL CASH ASSETS.....	$630,161.30

Deposited with the New York Insurance Department,
$200,000 5-20 U. S. Bonds.

United States Branch, 160 Broadway,
NEW YORK.
HENRY HONIG, - - - - - - - - MANAGER.

STANDARD

FIRE INS. CO., OF NEW JERSEY,
AT TRENTON.

July 1, 1878.

Capital paid up $200,000.00

LIABILITIES.

Capital.....	$200,000.00
Reinsurance.....	73,069.36
Unpaid Losses.....	15,425.95
Net Surplus.....	14,175.11
	$302,670.42

WM. DOLTON.....President.
JOS. B. WRIGHT.....Secretary.

New York Office, No. 155 Broadway,
MONROSE & MULVILLE, AGENTS.

KENTON INS. CO.

ORGANIZED IN 1867.
Statement, July 1st, 1878.

ASSETS.

Bonds, Mortgages and Stocks.....	$193,024.35
Real Estate and personal property.....	10,375.00
Collateral Loans and Bills Rec. for Inland Premiums.....	20,015.53
Due for Fire Premiums, Rents and from other insurance companies.....	17,571.54
Cash on hand and Interest accrued.....	7,636.56
Total Assets.....	$248,623.00
Liabilities—Capital Stock, all paid up...	$150,000.00
Reinsurance Reserve and all other claims	69,287.82
Net Surplus.....	29,335.18
	$248,623.00

OFFICE IN COMPANY'S BUILDING,
N. W. Cor. Fifth and Madison Streets, COVINGTON, KY.
V. SHINKLE.....President.
GEO. COKER.....Secretary.

NORTHERN

Insurance Company,
WATERTOWN, N. Y.

JANUARY 1ST, 1878.

Assets.....	$377,814.63
Capital Stock paid in.....	250,000.00
Net Surplus over all Liabilities, including Reinsurance Reserve.....	37,678.65

G. LORD.....President.
W. W. TAGGART.....Vice-President.
A. H. WRAY.....Secretary.

North German Fire

INSURANCE COMPANY,

OF HAMBURG, - - GERMANY.

STATEMENT

Showing the Condition of the Company January 1st, 1878.

Guaranteed Capital, (paid in or secured by Stockholders' Notes in hands of the Company).....	$1,125,000.00
Called in and Paid Up Capital.....	$225,000.00
Reserve for all Liabilities (including Reinsurance).....	120,915.40
Net Surplus (over all Liabilities, including Capital Stock and Reinsurance Reserve.....	114,375.00
Cash Assets.....	$460,290.40

DEPOSITED WITH THE NEW YORK INSURANCE DEPARTMENT. **$270,000, U. S. Bonds.**

UNITED STATES BRANCH,
No. 202 Broadway, - - New York,
C. KUHL, MANAGER.
CHAS. H. FORD..... .....GENERAL AGENT.

HANOVER

FIRE

Insurance Company,

OF THE CITY OF NEW YORK,

No. 120 Broadway, Cor. Cedar Street.

(Incorporated 1852.)

Capital paid in in cash.....	$500,000.00
Reserves for all liabilities, including reinsurance.....	568,300.41
Net Surplus.....	553,398.07
TOTAL ASSETS.....	$1,621,698.48

Agencies in all the principal Cities and Towns in the United States.

B. S. WALCOTT.....President.
I. REMSEN LANE.....Secretary.

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D. J. STAPLES.....President.
ALPHEUS BULL.....Vice-President.
GEO. D. DORNIN.....Secretary.

FIREMAN'S FUND

INSURANCE COMPANY,

San Francisco, California.

LOSSES PAID TO DECEMBER 1, 1877.

Alabama	$1,208
Connecticut	39,939
District of Columbia	3,861
Georgia	16,678
Illinois	665,390
Indiana	40,393
Iowa	49,140
Kansas	6,317
Kentucky	13,136
Maine	19,276
Maryland	4,930
Massachusetts	281,321
Michigan	42,247
Minnesota	13,409
Missouri	50,047
Nebraska	4,952
New Jersey	6,306
New York	368,297
North Carolina	2,745
Ohio	51,538
Pennsylvania	80,563
Rhode Island	31,714
South Carolina	20,914
Tennessee	1,142
Texas	28,460
Virginia	28,037
Wisconsin	42,835
West Virginia	3,021
	$1,917,813
California, Oregon and Nevada, to Jan. 1, 1877	1,329,125
Total	**$3,246,938**

SKEELS & BOUGHTON, Agents,
176 BROADWAY, - - NEW YORK.
THOS. S. CHARD, Manager,
23, 25 & 27 LA SALLE STREET, CHICAGO.

1849. "OLD and TRIED." 1878.

GLENS FALLS

INSURANCE COMPANY,

GLENS FALLS, N. Y.

R. M. LITTLE.....President.
J. L. CUNNINGHAM.....Secretary.
G. B. GREENSLET.....Ass't-Secretary.
R. A. LITTLE.....General Agent.

Organized under the NEW YORK SAFETY FUND LAW

57th Semi-Annual Statement, July 1, 1878.

Cash Capital	$200,000.00
Unadjusted Losses and all other claims	30,028.38
Reinsurance Reserve	270,738.53
Net surplus over capital and all liabilities	365,192.85
Cash Assets	**$865,959.76**

Full Statements, in detail, furnished on application.

GLOBE MUTUAL LIFE

INSURANCE CO.,

Nos. 345 & 347 Broadway, N.Y.

This Company offers new and important inducements.

Premiums are not forfeited in case of Policies being discontinued; after three years, paid-up Policies are issued for whole amount of premiums received. This feature is original with this Company. Dividends may be applied to increase the amount insured, or to reduce future premiums.

AGENTS WANTED—With whom favorable arrangements will be made to work directly with the Company.

C. SETON LINDSEY, *Secretary.* PLINY FREEMAN, *President.*
WM. STURGIS, *Managing Director of Agencies.*
J. G. HOLBROOKE, *Sup't of Agencies.*
LORING ANDREWS, *Vice-President.*

HOME

INSURANCE COMPANY,

OF COLUMBUS, OHIO.

Capital	$250,000.00
Total Assets	414,833.83
Net surplus (after deducting Liabilities and Reinsurances),	70,087.83

Statement, January 1st, 1878.

Cash in Bank	$37,628.77
In Agents' hands and in course of transmission	57,450.23
Due at Local Office	4,621.08
Real Estate unincumbered	34,500.00
Loans on First Mortgage and Interest accrued	100,676.51
U. S. Bonds, market value	100,320.00
Columbus City and other municipal Bonds	13,980.00
Railroad Bonds, market value	39,700.00
Loans on Bank Stock	9,775.00
Loans on Government Bonds	723.66
Bills Receivable	12,356.26
Interest accrued on all Securities except Mortgages	4,500.00
Due from other Companies for Reinsurance	3,602.32
Personal Property	5,000.00
	$414,833.83

LIABILITIES.

Losses in suspense	$18,500.00
Reinsurance Fund	76,246.00
Capital Stock	250,000.00
	$344,746.00
Net Surplus	70,087.83
Losses Paid since Organization	*$2,700,000*

J. B. HALL.....President.
B. S. BROWN.....Vice-President.
H. N. HENDERSON.....Secretary.
R. S. HART.....General Agent.

New York Office, - 152 Broadway.

PROTECTION AND PROFIT.

THE

TONTINE INVESTMENT POLICY

OF THE

New York Life Ins. Co.

[346 & 348 BROADWAY,]

Combines in one form the greatest number of advantages attainable in a Life Insurance Policy. It appeals at once to the intelligence of all who understand the principles and practice of Life Insurance.

ALL POLICIES, WHETHER ON LIFE OR ENDOWMENT TABLES, ARE SUBJECTED TO

NO HIGHER CHARGE IN PREMIUM RATES,

IN TAKING THE "TONTINE INVESTMENT" FORM.

The extra benefits of this class are conditioned only upon the continuance of the policy for a certain specified term, *or Tontine period of ten, fifteen or twenty years.*

Two things most desired in Life Insurance are, the **certainty of protection in early death, and profit in long life.** These are combined in the "Tontine Investment Policy" of the NEW YORK LIFE INS. CO.

LIFE INSURANCE AGENTS AND OTHERS ARE INVITED TO APPLY FOR DETAILED EXPLANATIONS OF THIS PLAN.

WILLIAM H. BEERS, VICE-PRESIDENT. MORRIS FRANKLIN, PRESIDENT.
D. O'DELL, Superintendent of Agencies. THEODORE M. BANTA, Cashier.

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SCOTTISH COMMERCIAL
INSURANCE COMPANY,
Of Glasgow, Scotland.

Total Assets in the United States (of which $560,000 are in Government Bonds) $719,115
Reserve for Reinsurance and all other Liabilities 368,577

Net Surplus $350,538

[Home Office Statement for 1877 not yet filed.]

United States Branch Office, Nos. 40 and 42 Pine Street, New York.

E. W. CROWELL, W. T. READ,
Joint Resident Managers.

Western Department, St. Louis, Mo., WM. R. KERR, General Agent.

LA CAISSE GENERALE
Des Assurances Agricoles et des Assurance Contre l'Incendie, of Paris, France.

CHAS. LECESNE, - - - - - President.

Assets in the States, January 1, 1878 ..... $427,881.28
Liabilities, including Reinsurance Reserve 205,861.31

JULIEN LECESNE, Resident Secretary, Western Union Building, New York.

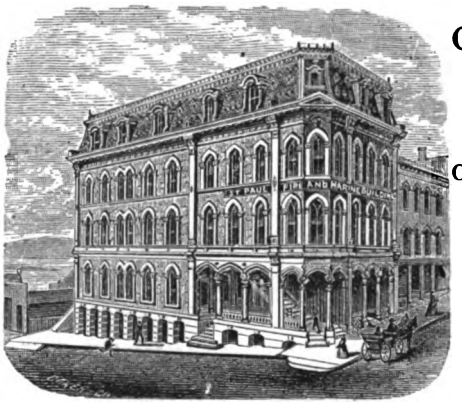
T. J. TEMPLE, Manager for Middle States, New York; RICHARD POPE, General Agent for New England States, Boston, Mass.; W. G. McCORMICK, Local Agent, Chicago, Ill.; B. D. WEST, General Superintendent Western Department, Chicago, Ill.; J. B. BENNETT, General Agent, St. Louis, Mo.; HUTCHINSON & MANN, General Agents, Pacific Coast, San Francisco, Cal.

UNITED STATES TRUSTEES IN NEW YORK:

LOUIS DE COMEAU, Esq., of Messrs. De Rahm & Co.; CHAS. COUDERT, Jr., Esq., of Messrs. Coudert Bros.; CHAS. RENAULD, Esq., of Messrs. Renauld, Francois & Co.

THIRTEENTH ANNUAL STATEMENT, JANUARY 1, 1878, OF THE

ST. PAUL FIRE AND MARINE
INS. CO.



C. H. BIGELOW, President.

CHAS. A. EATON, Secretary.

ASSETS.

Cash Capital $400,000.00
Surplus 458,056.42

Total Assets $858.056.42

LIABILITIES.

Capital $400,000.00
Reinsurance Reserve 280,905.66
Unadjusted Losses 16,980.50
Commissions unpaid 7,994.18
Net Surplus 152,176.08

$858,056.42

Losses paid since organization of Company, $2,193,946.08.

WHITON & TREDICK, Agents, - - - 165 Broadway, New York.

1825. THE 1878.

PENNSYLVANIA
Fire Insurance Company,

OF PHILADELPHIA

510 Walnut Street.

Capital, paid in Cash $400,000.00
Reserve for all Liabilities, including Reinsurance 784,371.48
Net Surplus 520,109.88

Total Assets $1,704,481.36

DIRECTORS.

JOHN DEVEREUX, DANIEL SMITH, Jr.
ISAAC HAZLEHURST, THOMAS ROBINS,
THOMAS SMITH, HENRY LEWIS,
J. GILLINGHAM FELL, DANIEL HADDOCK, Jr.
FRANKLIN A. COMLY.

JOHN DEVEREUX ..... President.
WM. G. CROWELL ..... Secretary.
JOHN L. THOMSON ..... Assistant Secretary.

Incorporated 1849. Charter Perpetual.

SPRINGFIELD
Fire and Marine Ins. Co.,

SPRINGFIELD, MASS.

ANNUAL STATEMENT,
JANUARY 1st, 1878.

Cash Capital all paid in $750,000.00
Reserves for all Liabilities, including Reinsurance 610,654.82
Net Surplus 292,098 25

Total Assets $1,653,753.07

DWIGHT R. SMITH ..... President.
SANFORD J. HALL ..... Secretary.
ANDREW J. WRIGHT ..... Treasurer.

New York Agency, 150 Broadway,
BIGELOW, COIT & PECK, AGENTS.

Western Department, Chicago, Ill.,
A. J. HARDING, GENERAL AGENT.

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The Chronicle.

A Weekly Insurance Journal.

VOL. XXII., No. 19. OFFICE, 145 BROADWAY. | NEW YORK, THURSDAY, NOVEMBER 7, 1878. | J. J. W. O'DONOGHUE, Editor.

Entered according to Act of Congress, in the year 1878, by "THE CHRONICLE Publishing Co." in the Office of the Librarian of Congress, at Washington.

The Mutual Life's Third Circular.

In another portion of this paper will be found a copy of a circular issued during last week by the Mutual Life insurance company to its policyholders. This is the third circular that has been issued by the company touching its "new departure."

No effort is made by the officers of the Mutual Life in their latest manifesto to dispel the doubts created by the involved statements contained in their two previous circulars; nor is any apparent effort made to refute the arguments which have been urged against the proposed reduction of rates. The facts still remain: that the Mutual Life has undertaken to induce an influx of "new blood" at the expense of its old members; that it has decided to do this in direct violation of the principles which have guided its management in the past, and in opposition to the spirit and letter of the doctrine of mutuality which it has taught and practised. And in doing this the company ignores the experience, advice and warning of its best friends, and does violence to the reputation of its able and deservedly popular management.

Throughout its entire career the Mutual Life has won for itself and those connected with it a record which ought not to be sacrificed—a record all believers in and lovers of life insurance fondly cherish. It has proved to the skeptical that life insurance is not only the most beneficent system in theory, but that in practice it is a glorious reality. It has demonstrated that "man's inhumanity to man" does not prevail to that extent which cynics would have us believe. In the millions of dollars which it has distributed among those who most need assistance the Mutual Life has proclaimed that good men *will* bear a portion of the burdens of the afflicted.

By doing this the Mutual Life has encouraged men to practice frugality; it has afforded them ample facilities to make future provision for those whom they hold most dearly; and under the sheltering protection of its promises the last moments of many men have been made peaceful if not happy. It has taken the widowed and fatherless under its fostering care, and lightened the burden of their woe. It has done more than this. It has proven that men will do unto others that which they would have done to themselves.

Having done all this in the past, and in view of the fact of its ability to do likewise in the future, the Mutual Life cannot afford to have its proud laurels buried in the dust. Much less can it afford to excite suspicion or doubt as to the motives which have led its officers to cast aside the principles which have been their guide in the past, and indulge in new and dangerous practices.

As we said in a recent issue of THE CHRONICLE, some of the most successful generals have made mistakes; so, we believe, have the officers of the Mutual Life, in their zeal to further promote the interest of the company, made a mistake in abandoning the rates which were established upon a basis which experienee has shown to be not only just but necessary for the preservation and perpetuation of the company's good name.

We admit that it is not very agreeable to acknowledge a mistake, but when a mistake involves the interests of more than 70,000 policyholders—as does that recently made by the Mutual Life—it behoves those who have the power to rectify the error to promptly do so. The proper, the most acceptable, time to correct a mistake is when it is first discovered. Procrastination in the correction of a mistaken step is sure to render more difficult the making of the correction. The plea that the "new departure" is only tentative is a poor argument for the adoption of a plan which is as unnecessary as it is unjustifiable. If the plan be at all unjustifiable, it must necessarily be unwise to adopt it. Therefore, the sooner it is abandoned the better will it be for the company, and the more credit will accrue to the management.

We have intentionally avoided, in our criticisms upon the reduction of rates of the Mutual Life, referring to the effect of such reduction upon competition in the business. We have done this chiefly because low rates is not the only inducement that can be offered to those seeking life insurance. Other and more important reasons than this can be urged in seeking new entrants to life insurance companies. But there cannot be any doubt that such a reduction in premiums as that made by the Mutual Life will lead, among life insurance companies, to a competition as disastrous as that which now convulses the fire insurance business.

In view of all the consequences which will follow the prosecution of the new plan of the Mutual Life, the officers and trustees, who have been in the past the jealous guardians of the trusts reposed in them, will earn additional honors by retracing the false steps recently taken by them, and by strictly adhering to the principles and practices which have gained for the company unqualified renown. They can—and we venture to say they will, in the interests of those 70,000 policyholders—see that they have made a mistake, and that they will, as conscientious and competent custodians of those interests, proceed without delay to rectify that mistake. The policyholders of the company, and the policyholders in every other life insurance company as well as the general public, are anxiously awaiting an official announcement that the Mutual Life has abandoned the "new departure," and that it has resolved to re-adopt its old conservative practices.

Reckless Underwriting Rebuked.

It would seem that it is almost impossible to convince a certain class of underwriters that the practice of selling goods below cost price is sheer folly. Blind to indisputable facts and deaf to the dictates of common sense, these men, who call themselves underwriters, continue to squander the property of their stockholders, disorganize the business in which they are engaged, and insanely endeavor to earn for themselves the reputation of fools.

Again and again has THE CHRONICLE by unmistakable figures and incontrovertible facts shown the inevitable results of inadequate rates. Reduced surplus, depleted assets, impaired capital, are the fruits which many fire insurance companies have reaped

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during the past few years from the seed of inadequate rates. Since January last no less than thirty companies, having found that this harvest of destruction was more than they could bear, retired into obscurity, and the business which many of them in their recklessness endeavored to bring into disrepute shall know them no more.

These facts are known, or ought to be known, to every man who calls himself an underwriter; and yet there are to-day companies assuming risks at rates far more inadequate than those which bankrupted or drove from the business the thirty companies alluded to. As we have already said, it would seem to be a useless task to reason with, admonish or advise the representatives of these companies. They are bent upon the destruction of their companies, and the sooner their mission is fulfilled the better will it be for the entire business.

In the wild endeavors of this class of underwriters to secure business at any rate that can be obtained, incidents from which wholesome lessons may be learned frequently occur. A noteworthy incident of this character occurred in this city during last week. A policy written one year ago on a stock of rags at 1¼ per cent. had expired. The broker who undertook to have the policy renewed was told by his principal that the former rate was too high, and that the renewal should be effected at a lower rate. The broker called at the office of a certain company, submitted the risk, and inquired as to the rate thereon. He was informed that the company would assume the risk at a rate of $0.42, and allow him a brokerage of 25 per cent. The broker declined to accept the proposition—not because the rate was too high, but because it was too low! Having placed the risk a year previously at 1¼ per cent., he concluded that his principal would lose confidence in him for paying so much more then for the same article which was now offered for $0.42. He took the risk elsewhere, and paid a higher rate.

Now, if the principal would lose confidence in the broker's ability to procure sound insurance at the lowest rates, because the company undertook to make such a sweeping reduction as that referred to, pray, what confidence could he have in the company? In what other light could he view the conduct of the company than that it had either charged him an exorbitant price a year ago, or that the article it now offered for sale was inferior in quality?

Nothing has occurred during the past year to materially lessen the cost of reliable insurance. No intelligent business man need be told that sound indemnity does not fluctuate in price. In fine, the company or companies which now assume risks at one-third of the rate charged last year must bear the odium attaching to knaves or fools.

Connecticut Mutual Life Insurance Company.

The following circular, just issued by Colonel J. L. Greene, president of the Connecticut Mutual, on the question of rebate, speaks for itself:

HARTFORD, October 29, 1878.

Dear Sir,—The frequent inquiries, from our members and others, whether we shall attempt by any similar measure to meet in competition the offer of the Mutual life insurance company, of New York, to give away, aside from its usual commissions, 30 per cent. of the two first premiums on new policies, and the intimation that certain other companies have entered the race, call for a few words as to our position, and the reasons for it.

There is no way in which a dollar's worth of insurance can be given for less than a dollar. Either a policy will be worth only what is paid for it, or some one else than the holder will make up the deficiency in price. That the Mutual life is selling its new insurance at less than cost, is admitted by its officers; and they have provided a fund taken from the surplus, and heretofore divided among already existing members, to cover the deficiency.

The practical question for us is simply whether we, too, will in these difficult times increase the cost of insurance to 60,000 old members who have built up the company by their membership and money, and to whom every dollar belongs, in order to sell insurance to new members at less than cost for awhile, in order to attract new business more rapidly.

The advantages of gaining new members are two: 1st, to increase the number of persons upon whom the law of mortality is operating, in order that the results from year to year may be more nearly uniform, and the actual deaths agree with the theoretical average; 2d, newly selected lives are proven by observation to have a less mortality for about five years than those of the same age which have been insured longer; so that the addition of new lives tends to reduce the death rate for that length of time, when this benefit of selection, so called, passes wholly away.

The comparative steadiness of the mortality experience of this company for many years, even when its membership was less than half what it now is, and the same steadiness in other companies of a less membership, show conclusively that there is no such necessity for a rapid increase in the breadth of the basis for averages as to warrant an increased outlay for new business. There are at least seven or eight companies who not only need but to maintain their present members to secure sufficiently uniform results, but can suffer considerable reductions without practical danger of serious fluctuations in the death rate.

Full half the benefit of selection of new lives, as compared with those longer insured, is lost after the first year of the insurance; the advantage after the second year is very small, and the entire gain cannot be shown to exceed the expected full mortality for the first year, which is about 37 per cent. of one annual premium at age thirty, and only about 29 per cent. at age fifty. That is, at age thirty the full money value of the extra "vitality" of a new life is not more than $8.43 per $1,000 insured; to give away 30 per cent. of the premium for two years is to give away $13.62 per $1,000—nearly twice the benefit from selection. At age fifty the full money value of selection on a new life is not more than $13.78 per $1,000; 30 per cent. of the two first premiums is $28.31, considerably more than twice the value of the extra vitality of new blood. Any lapses of the new business during the five years would increase the damage to old members.

Such a rebate is out of all proportion to, and greatly in excess of, the value for which it is proposed to be given. On those terms the extra vitality would cost the old members twice as much on the average as any possible benefit in future dividends from mortality savings. Such generosity on their part to persons not now insured is uncalled for at least. It would be, on our part, an extravagant bid for new business without the justification of either necessity or profit. Our duty to our old members will not permit us to compete for business at rates which will increase the cost of their insurance by taxing them twice as much as any benefit they can ever derive from it. Certain journals have intimated that such a measure is in the direction of economy, which is a mere delusion. Instead of reducing general expenses it would, in fact, increase them; it would only change the bearing of them from all the members to the old ones only. Even if the expense account could be so adjusted to the premium account that the expense ratio should not be apparently increased by such rebates or gifts, the fact would remain that the dividend would be just so much smaller than it otherwise might have been; and thus the damage would be fixed on the old members. Sixty per cent. in two years out of funds otherwise and usually divisible among old members cannot be made to appear an economy, except perhaps to the receivers.

Although several of the largest companies give no indication of the fact in their published statements, it is yet true that during the terrible depression of the last five years, not yet ended, every individual or corporation that has invested largely in real estate securities has suffered somewhat in defaults of interest, and been compelled to take under foreclosure property which cannot as yet be sold at the figures at which it is held in their schedule of assets.

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With the strongest grounds for the hope that time will bring all such matters to a happy issue, pending the possibility of loss and the uncertainty of its amount, it seems far better to husband all present resources than to undertake more costly competition for new business.

The business of life insurance is directly affected by the experiences of each company. In these times of tension a measure of competition which calls for the use of more money tends to seriously embarrass smaller but worthy companies, and to further demoralize a business already suffering severely from too many instances of doubtful practice.

From no point of view can we see ourselves justified in seeking to attract new business at the expense of an increase in the cost of our insurance to old members above the rate made necessary by ordinary expenditures.

There remains for us but one other question: Shall we apparently reduce the price of our policies, and, to offset that, either reduce in effect the amount of insurance nominally paid for, or arrange so that the reduction in price can be afterward made up?

We charge a premium which we know to be higher than any exigency which has hitherto arisen demands. By practising economy, carefully selecting our lives and so getting a low mortality, and by fortunate investments, we have been able to give our insurance at less than the rates named in our policies. To adjust our actual experience to the rate nominally charged, and yet retain for any future contingency the benefit of that rate, we loan to the new insurer 30 per cent. of his first premium, at 6 per cent. interest; on the payment of the second and all subsequent premiums he receives in reduction of the amount required the surplus which has accrued during the preceding year; at no time, therefore, does he pay for his insurance more than its actual cost to the company.

Our policy stipulates, in case of lapse, for a paid up policy for the full amount the cash reserve will buy, deducting only the cost of one year's mortality upon the amount of insurance so lost to the company. In other words, whether a member continues or lapses his policy, he gets all the insurance he has paid for at its actual cost to the company.

Such a contract is worth what it costs. We cannot give it at less than cost without changing the value of the contract correspondingly. There is no advantage in that. Because a man thinks or finds it difficult to pay a dollar for a dollar's worth, there is no sound reason for selling him seventy cents worth in the hope that he will imagine he is somehow going to get more than he pays for. We cannot give the full value of our policies at less than their actual cost, and we shall not pretend to do so, or seek in any way to conceal the fact that insurance costs what it is worth, and that men will not in the long run get more than they pay for. If one can only pay for $3,000 of insurance, he cannot, in point of fact, buy any more, no matter at what sum the policy may be written. We prefer to deal on the basis of a clear understanding and the exact truth. We do not wish to make our contract less valuable that we may seem to offer cheap insurance.

To reduce the price below cost now, and arrange for making up hereafter, is to saddle the present deficiency on the old members for a long time; and in part permanently, for business which requires extraordinary concessions in present payment in order to secure it, has the least paying ability in the future, and is the most likely to lapse, and so leave the deficiency where it was. Such attempts for new business can be justified only by a great necessity for it, as a membership so small as not to protect against violent fluctuations in experience.

There remains for us but one course. We offer, as we believe, the most desirable, legitimate insurance contract ever written at its actual cost. We shall not sell that contract at less than cost, nor make it poorer that we may sell it for less; but by economy, careful management and fair dealing we shall endeavor to protect that contract to the fullest extent, keep its cost at the lowest practical limit, and make it a sure reliance for those whose future welfare is dependent upon it. If, after the bitter lessons of the last few years, anything else than straightforward, legitimate insurance at actual cost is desired, we must wait our deserts until people have learned a further lesson. There is a large class whom nothing will teach to look beyond a present seeming advantage, and they are loudest in complaint when their disappointment comes. For their business we cannot compete. We can offer no attractions other than full value for a full equivalent, with no preferred members. Very respectfully,

JACOB L. GREENE, *President.*

✓The Mutual Life Insurance Company.

The Mutual Life has just issued the following circular to its policyholders:

The Mutual life insurance company, of New York, has made a partial and temporary modification in its plan of business; and requests are received from members of the company for an explanation of its nature and principles.

The company now offers to all healthy applicants for new insurance a rebate of 30 per cent. upon the premium for the first two years; the amount thus allowed being paid out of the surrender charges collected from policyholders who have withdrawn during the year.

A life insurance company whose rates are properly adjusted, may at any time, after it has become firmly established, cease to issue new policies; and its reserve, with the continuing premium receipts, will suffice, with proper management, to pay every policy at maturity. But with no new business the average age of the policies increases, advantages of selection wane, death rate augments, surplus from this source diminishes, and dividends must become less and less. Hence, a company, if managed in the true interest of its existing members, must seek for reinforcements of vitality in new, healthy lives; and this is the purpose of the measure now adopted. Further, there are circumstances attending the business of an active company that make it desirable to resort to measures to augment its vitality.

When policies are surrendered in large numbers, a constant selection takes place against the company. Healthy lives go out, but impaired lives stay, and unless this contingency is carefully guarded against, the percentage of mortality will increase. To keep up the standard of vitality, the constant introduction of newly-selected and vigorous lives is the only proper means. This is the real justification of the expenditure of money by any mutual company in procuring new business. The continuance of large dividends on existing policies, and, in all but the best companies, even the security of the insurance itself depends on the constant reinforcement of the membership by healthy risks. It is, therefore, in the pecuniary interest of the present members that the resources of the company be used with business sagacity, and, to a reasonable extent, in increasing the numbers of the insured.

Two methods have been followed by the soundest companies in procuring this end. One is to stimulate the agents to activity by high commissions; the other, to grant a portion of the premium to the applicant. Both plans have been tried in life as in fire insurance, and the question now to be considered is simply this: Which of the plans better serves the interest of the company, including all classes of its members, and which is the more equitable?

During the long period of depression through which the country has been passing, the business of life insurance has languished. There is now reason to believe that the productive energies of the nation are recovering, and that multitudes who need insurance and have none will soon be able to invest in it some of their income. But the recovery from such prostration is necessarily slow; and this company is unwilling to expend the large sums of money which would be required by an agency system that, in dint of solicitation, should give the required impulse to the business. To avoid this necessity, the trustees long since resolved that the members who withdrew from the company, and thus, by breach of their contracts, impaired or threatened its vitality, should contribute the expense of supplying their vacant places, and restoring the vigor of the whole body. They accordingly set aside the sums charged to such withdrawing members, in paying their surrender values, as a fund from which, as business and prosperity return, to offer a sufficient inducement to fill these places again. This

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offer is thus open first of all to the former members who have abandoned their policies and have themselves contributed this fund, and who may, by returning to their places in the company, obtain the full benefit of their new contributions. In the same way to the present policyholders who may wish to increase their insurance, the same terms are offered. Not a dollar is taken from the reserve for existing policies, not a dollar from the surplus contributed by existing policies, but the withdrawing members alone pay the cost of filling the vacant places. In this strictly logical completion of the plans of the company, officers and trustees look for the cordial approbation of all the policyholders. They are themselves among the oldest and largest holders of the policies of the company; while administering the funds of other members, they are dealing in all respects in the same way with their own; and in this, as in all other important acts of their administration, they recognize their paramount duty to the members of the company as a whole.

For many years the policyholders, in constantly increasing numbers, have given an unreserved confidence to this corporation. The results of the management thus so generously supported by them may be stated in outline in a few words:

In the period of nearly twenty-five years, from February 1, 1853, to January 1, 1878, the company has paid policy claims by death more than	$30,700,000.00
With additions of more than	5,100,000.00
	$35,800,000.00
Within the same period dividends have been declared and paid upon policies in force, exceeding	$45,000,000.00
The gross assets of the company, February 1, 1853, were	$2,060,649.30
" " " January 1, 1878, were	85,033,318.20
Gain in twenty-five years	$82,972,668.90

The surplus, January 1, 1878, by the standard of the state of New York, was $10,643,200.65, exceeding by more than eight millions and a half of dollars the gross assets of the company twenty-five years ago.

It will be observed the dividends of $45,000,000 already declared and paid by the company to its members, consist of moneys collected from them in premiums, in excess of the actual cost of insurance and all the expenses of business. Had the company from the date of its organization granted each new insurer a rebate of 30 per cent, only upon the first two premiums, although such rebate must then have been charged against future dividends, and not, as now, against a fund collected from retiring members, the excess to be returned to them afterwards would have been diminished in but a small proportion. Respectfully,

(Signed.) F. S. WINSTON, *President*,
RICHARD A. MCCURDY, *Vice-President*,
WM. H. C. BARTLETT, *Actuary*.

Kerosene Oil.

At the semi-annual meeting of the New England Cotton Manufacturers, held at Boston on the 30th ult., Professor Ordway read an important paper upon oil. The Boston *Advertiser*, in its report of the proceedings, refers to Professor Ordway's paper as follows:

The important paper of the session was that upon oils, by Professor Ordway, of the Institute. He is making a thorough investigation, under the joint patronage of the stock and mutual underwriters and the cotton manufacturers. From ten samples of oil kerosene bought by the fire-marshal in various places in Boston within the month, Professor Ordway reported that the temperature at which they would flash ranged from 24 to 125 degrees. The safe flashing point is 130 degrees. This revelation created a great sensation in the room. The tests regarding the lubricating oils had been made from 115 samples from different mills, and had established that the specific gravity was not a sure indication of an oily value. All sperm oil had a low specific gravity, while lard and neatsfoot were high. The evaporation of oils was an important item, and the tests were made at 140 degrees steady heat in 12 hours, and they ranged from 1.3 to 24.6 per cent., a large percentage evaporating over 5 per cent. Those that lose 10 per cent. and above ought to be condemned. One test showed that an oil evaporating 20 per cent. at 118 degrees lost 37 per cent. at 190 degrees. It was this evaporation of spindle oils in the woolen weave room of the Bates mill that created the flashes of fire and the great damage in the July fire there. It was demonstrated that sperm, lard and neatsfoot oils gain up to 2½ per cent. in specific gravity by contact with the air, on account of oxidization of the vegetable and animal matter therein. This oxidizing of oils favored spontaneous combustion, and Professor Ordway showed in equal weight of oil and cotton just how this danger was chemically created, and how in large masses of oiled wool or cotton the heat was held and danger increased. He proved the danger of cotton seed oil, so common as a mixture, and how to detect it. Seventy parts of animal or vegetable, mixed with 20 parts of petroleum oil, would, if heated to 140 degrees, combust. Twenty-five parts of cotton seed oil and 75 parts petroleum would ignite, while 67 per cent. of lard oil and 33 per cent. of petroleum would not; but 58 per cent. of lard oil and 32 per cent. of petroleum would spontaneously ignite. The fluidity of oils was elaborately treated, and their consequent waste in evaporation and value for spindles shown. Professor Ordway had prepared a liquid, explaining just how it was made, and offered samples for tests to the manufacturers to determine the purity of oils. He proved that the dark spots on cloth and the varnish on the spinning-frame and on the windows was the gum that was to be found in petroleums. It was the precipitate that clogged the worms of distillers. The only pretroleum to use, he advised, was the double-distilled; but he has found some of the high-priced having the worst and the lowest priced the best features. Professor Ordway had just fitted up three leading machines for testing the lubricating value of oils, and was much inclined to another system in his own mind by means of disks, which would at the next meeting be reported upon. This report is to be published in full by the association, and the members whose oils have been reported upon given the personal information which one of the 115 oils theirs may be.

Mill Explosions and Fires—Their Cause and Prevention.

Dr. Weber, of Berlin, in his recently published treatise on the cause of explosions and fires in mills, and the means of preventing them, a work which was awarded the prize by the Association for the Advancement of Industry and the Association of German Millers, writes as follows:

While such dreaded disasters take place, such an arrangement should be made as will prevent the accumulation of mill dust in the dust rooms, and render such rooms unnecessary. The formation of paste and the loss of mill dust through ventilators are prevented by the use of Behrns' high pressure ventilation, which serves still other purposes and deserves high rank among recent inventions. Although it is well known to those who are in the milling business, a short description of its principal parts and their working may prove desirable to those who are not conversant with milling.

The millstones are inclosed in an air-tight curb, which, to favor the condensation of the dust made in the operation of milling, is covered with felt, and that covered with galvanized sheet iron. In the lid of the curb are two openings, one over the eye of the runner which admits the feed and the air current, and the other which connects the curb with the exhaust. In the first aperture is fastened an air-tight leather cylinder which hangs upon an iron ring sliding in the furrow of another iron ring, which last is fastened to the runner.

The meal spout is provided with a vertical screw, which presses the chop without the spout, and keeps the aperture closed. Inside the lid of the curb a piece of hairy flannel is arranged in zigzag fashion and suspended upon an iron frame. The air current passing to the aspirator must needs meet this cloth, and by this means the flour dust which the current is carrying with it is intercepted. By striking a peg from time to time, which extends without the curb, a shaking motion is communicated to the cloth, and in this way the dust adhering to it is set free. In practical operation, the air current is drawn through the eye of the stone, through the cylinder of leather, is spread over the surfaces of the stones to the skirt, and, laden with the mill dust, is drawn into the exit tube leading to the ventilator, which last is covered over with isolating felt, and is provided with controlling valves. On the lid of the

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curb is also placed a small manometer which shows the pressure of the air within.

This arrangement has the decided advantage of removing the dust by the shortest route, and of rendering a dust room unnecessary. Besides this, the pasting of the conveyors, elevators, etc., is obviated. Behind the ventilator there is no room filled with destructive flour dust; and by means of the filter-cloth the curb of the stone is removed as far as possible from other rooms containing mill dust, to which purpose the arrangement of the meal spout also contributes. As pointed out before, the danger of explosions lies in the proximity of different rooms containing flour dust. This is obviated by this arrangement, which also serves to keep the chop cool in the process of grinding. It is claimed that since the introduction of this invention the number has decreased of mill fires, the causes of which could not be ascertained with certainty.

Insurance Frauds Abroad.

(From the London Daily Chronicle.)

VIENNA, October 6.

At a moment when the political horizon is overcast with ominous war clouds, it may not be out of place to scan the commercial future, whose destinies are mixed up with the present state of things in the east. *Primus in primis*, fire insurance and reinsurance form the greatest connecting link between England, Russia, Germany and Austria. Foreign insurance, other than English, companies dwarf into almost nothingness beside the world-spreading companies having their orign and head offices in London. However, it is only fair that a *resumé* of the advance and present position of fire insurance business and the *modus operandi* of securing it should be unfolded. For many years past a wrong system has been introduced into the conduct of fire insurance and reinsurance. This system—which may justly be termed plundering—is worked upon premiums, and is most prejudicial to shareholders and companies, whether established in England or abroad. As official corruption finds a permanent home in Russia, it is not to be wondered at that this system of plundering had its birth in Russia, and has been nurtured and brought to the vigor of manhood by the skilful and extensive manipulation of a well-known Russian fire insurance agency, whose name it might be impolitic to mention. Having grown strong in Russia, the system was extended to Germany, and then to Austria, under the auspices of the same agency under a different style of name and firm, and it is to be feared that from these countries the system is attaining considerable proportions in the home of fire insurance in England. This system consists in the old-fashioned but ever captivating form of bribing the heads of departments in order that they may favorably report upon business, or in order that they may be instrumental in handing over business to the parties bribing. The chief object is to so manipulate the *modus operandi* that managers of insurance companies may have a financial interest in the business given out or accepted. Throughout Russia no secret is made of this system of corruption, and although in Germany and Austria the system is well cloaked and guised, no doubts are entertained of its existence. The consequences of this system are manifold. The managers and heads of departments only interest themselves in what concerns their personal advantage, and hence they report favorably upon and accept the most dangerous risks at the lowest premiums. Even some of the most honest and respectable companies are thus cheated, and induced to accept many risks at merely nominal and worthless premiums. I could mention several English companies who are thus preyed upon, and could instance several cases where managers have been willing listeners to this siren-voiced system. "In for a penny, in for a pound" is the result. They are afterwards compelled to accept everything brought to them by their bribers, and so are assisting to build up a business on the risk of one card turning up a blank or prize.

The managers of two of the largest continental insurance companies are spoken of as being hand-in-glove with this system to such an extent that their names are bandied about the continental bourses as the best receivers of bad business and heavy risks. Another manager has friends who delight to relate that he has been paid 1 per cent. on all the premiums paid in by a certain notable agency, and that these premiums so paid represented, in one year, a sum of one million roubles, which otherwise would have gone to the company if a fair premium had been charged upon the risks accepted. The knowledge of such transactions has induced agents of all kinds to hunt up all sorts of risks, in the hopes of getting a commission upon them from the agents, who have secured an opening for business in certain companies through the dexterous manipulation of managers and heads of departments. Most of these risks are reinsured in English companies who do not suspect, to any appreciable extent, the *mala fides* of foreign companies and foreign agencies of the bribing and plundering school alluded to above. The recent balance-sheet of a Russian fire insurance company speaks for itself. A Moscow fire insurance company in the year 1877 received 2,785,000 roubles in premiums, of which no less than 2,065,000 roubles, or 74·15 per cent., was expended in reinsurance, so that there remained to the company a profit of only 720,000 roubles, or 25·85 per cent. of the whole of the premiums received. The commission paid for this business amounted to 247,000 roubles, thus showing that the reinsurers had for their profit and risk a sum of 377,000 roubles. For the account of the company, after paying commission, the profits saved reached only 212,000 roubles, and out of this 211,000 were allotted in dividends for shareholders. Thus, it will be seen that such a business is not based upon legitimate fire insurance principles, but is merely sustained for the purpose and interests of those receiving commissions. The end must come some day to such a reckless mode of so-called business. In case of a more than ordinary outbreak of fire, when a more than usual demand must be made upon the capital saved, the *finale* must be ruin and bankruptcy. Several English companies at present are being worked upon by this *modus operandi*, begotten in Russia and extending itself to all parts of the continent. What is absolutely necessary to put a stop to this corruption is that the boards of directors should seriously investigate the reinsurances, and thoroughly sift the system and the sources through which their own interests and that of their shareholders are being jeopardised without their knowledge or even, perhaps, suspicion.

Law Reports.

An important series of cases, says the Boston *Bulletin* of the 2d inst., has been on trial this week before Judge Endicott, of the Massachusetts supreme court, being those of the Hartford, the Lamar, the National, the Merchants', the Manufacturers', the American Central, the Hanover, and the People's insurance companies against Charles W. Abbott *et al.* The test case is brought in the name of the first named company.

The plaintiff corporation alleges that it issued a policy in the sum of $2,500 to defendants; that Abbott, on the 17th of March, 1876, caused the insured property to be burned; that he stated under oath that he lost by the fire wool to the value of $64,448.65; that he had not at the time of the fire more than one-fifth the amount of wool claimed; that it is provided in the policy that all fraud on the part of the assured shall cause a forfeiture of all claim under the policy, and render it void; and that said payment was secured by the fraudulent conduct of one of the defendants, and that they owe the plaintiffs the amount so paid by the company.

The engineer who had been employed in the mill at Foxboro all day testified that he saw Abbott, previous to the fire, come to the mill with a package done up in wrapping paper; that the bundle was placed in the office, and he afterwards saw it while opened; that it contained cigar boxes and candles; that, after the fire, he went into the cellar and saw a box with a candle in it near a barrel of kerosene. He testified to the quantity of wool in the several buildings before the fire. During the examination the fact was brought out that he, with a man named Coffin, went to Abbott, the defendant, after the fire and told him of his suspicions and wanted $5,000 to remain silent, and, when he found that it could not be obtained, he made a disclosure of his knowledge to the officers of one of the insurance companies.

The firm name, it will be remembered, was Clark, Abbott & Co. J. H. Coffin, who had been employed in the mill and who is now

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out of the country, deposed that the smell of wool was very strong during the day previous to the fire. The mill was burned at 1.30 in the morning. Wool was carted away from the mill for days previous to the fire; the stock was diminishing all the time; met Abbott in Boston, on Federal street, after the fire; I was with W. H. Ward; we told him that we knew all about the fire, how it happened, and about the cigar boxes and candles; he immediately took us into his private office; we then told him again we knew all about it, and he asked us if any one else knew about it; we told him we thought no one knew but ourselves; he then asked us what we proposed to do about it, and we told him he ought to do the fair thing, and he asked us what that was, and we stated a certain sum of money; he said, "Well, boys, you've got me"; the sum proposed by me was $1,500, and Ward wanted $5,000, and we were to keep silence in regard to the matter; he thought Ward was rather hard on him, and said he had done the thing only to keep his head above water; that he was on the verge of bankruptcy, and this was the only thing he could do whereby to pay his creditors and have his credit and reputation; he asked us if we would not be as easy as possible as he was a poor man—was not worth a cent in the world.

He further testified that Abbott temporized with him from time to time, telling them each time that he proposed to "do the square thing by them." Met him at the post office one day, and wanted a settlement; told him Ward was very much worked up about the matter, and we would not wait much longer; I told him I had lost all interest in the matter, and if he would quiet Ward that was all I should ask; told him I didn't care for anything or expect anything, and if he could fix it with Ward it would be satisfactory, but he refused to see Ward; said he didn't care to see him, and, if he didn't choose to wait, he might go ahead and do his worst; that he should show fight and stand up like a man; he hadn't got the money and couldn't pay, but would pay when able; Abbott never paid me a cent in his life.

The deposition stated that Ward and Coffin had made arrangements some two weeks before the fire, knowing that the mill was to be burned, to keep quiet about the affair, and afterwards make money out of some one.

John Dixon, who lives at Foxboro, testified that he could see the mill from his house; saw wagons taking away wool from the mill for about a week previous to the fire; that the wagons were passing all day, and that very little wool was received at the mill.

The books of the Boston & Providence, and Boston, Clinton & Fitchburg railroad companies for the months of January, February and March previous to the fire, showing that there was more wool shipped from Foxboro over the above roads than to that place during those months, were received as evidence.

NOTES ON INSURANCE CASES.

—In the supreme court at Pittsburgh, Pa., on the 28th ult. a decision was rendered in the case of the Northwestern life insurance company *v.* Magdalena Roth, administratrix.—Error to Common Pleas No. 2, Allegheny county. Opinion by Judge Gordon, reversing judgment. A sub-agent of the company, Beckert, was alleged to have fradulently inserted the name of Speiler, in an assignment of a policy on the life of John Roth for $3,000, with the purpose of defrauding Mrs. Roth. The suit was brought by Mrs. Roth against the company, holding that the agent was compelled to pay over the amount to the party entitled to it. At the trial the testimony of Beckert was allowed, showing that he had executed the assignment in blank, and that he had, subsequently to Roth's death, inserted Speiler's name. It was necessary to prove that a fraud had been committed on Roth's estate by the insertion of Speiler's name, and that the defendant had received notice of it before the payment of the money. The defendant's counsel excepted to this testimony on the ground that at the time of the trial Beckert was not an employé of the company, and although it was urged this testimony was essential to show that a fraud had been committed by Beckert, and really did go to show that fact, and would be relevant in a case against himself, it had to be treated in the case against the company as a matter foreign to its transactions, which required direct evidence for its establishment, and not the declarations of a third party. These objections were sustained, and the judgment of the lower court reversed.

—The following is an abstract of an opinion rendered by the St. Louis, Mo., court of appeals on the 29th ult.:

Dahlberg *v.* St. Louis Mutual fire and marine insurance company, appellant.—Where a policy of insurance contained a provision that, if the interest in the property insured be a leasehold, or other interest not absolute, it must be so represented to the company and expressed in the policy in writing, or the insurance shall be void; the insured owned the property in fee simple, and had mortgaged it to secure a debt; the insured, in good faith, answered truly and frankly all inquiries made to him by the agents of the company at the time of insurance, but nothing was said as to the mortgage, and its existence was not noted in writing on the policy; held that this did not avoid the policy. The interest of the insured was not such as to bring it within the clause relied on. If the terms of the provision can be said to be ambiguous, they must be construed most strongly against the company. Rehearing denied. Opinion by Hayden, J.

Fractional Currency.

—In the last issue of THE CHRONICLE we quoted from the *National Fireman's Journal* a brief article, most of which, it appears, "will be found word for word in the *Bulletin's* editorial columns of October 12, and also in the *Review* of October 17." We regret that the proper paper was not given credit for the article. Having found it in the editorial columns of the *Fireman's Journal*, we concluded that it was written for that paper. It would seem, however, that the editor of the *Fireman's Journal* has a *penchant* for appropriating—to put it mildly—the results of other men's work. In its last issue we find a portion of our fire record for September, without any acknowledgement of the source whence it was obtained.

—Fire Inspector Holloway, of Baltimore, reports 30 fire alarms for October, 14 of which were silent. The loss by fire in the city was $3,505, and in the county, $8,500. Eight persons were burned as the result of 12 lamp explosions, 5 of them fatally; playing with matches caused 3 fires; playing with fire, 1; defective flues, 2; and carelessness, 2.

—The Mutual life insurance company recently issued a valuable publication containing interest and bond tables prepared by the company's actuary, William H. C. Bartlett, LL.D. The work is a ready and reliable reference to all men of business who receive or pay interest, or who at any time purchase or sell commercial paper. In the interest tables are given, at every rate from one-half to 10 per cent., the present value of $1 due at the end of any number of years from 1 to 50; the present value of $1 per annum at the end of each year for 50 years; amount of $1 at the end of any year from 1 to 50; amount of $1 per annum at the end of every year for 50 years; and the annual payment which will discharge a debt of $1 and its interest in any number of years from 1 to 50. By the bond tables it can be readily ascertained, among other things, what rate of interest will be realized on stocks and bonds bought or sold at certain market prices, and bearing interest at rates ranging from 3 65-100 to 8 per cent. Appended to the tables are the rates charged by the company for life insurance and life annuities at various ages and times of payment. The typography is admirable, the tables are conveniently and comprehensively arranged, and the work, taken in its entirety, is an indispensible companion to business men.

—James K. Murphy, assignee of the Chicago fire insurance company, has submitted a report covering the expenditures of his office during the month of October. The amount of cash on hand Oct. 1, 1878, was $17,008.10. In the meantime he has paid $80 in the shape of dividends, $81.55 to the United States marshal, $20 for docket fees, and $125 for expenses during the month. The amount of cash in the bank is $16,229.75, and cash on hand $471.80.

—The Shoe and Leather insurance company, of Boston, has announced that from November 1st, 1878, and until further notice, it will pay 15 per cent. commission to regularly licensed brokers on all desirable business.

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—Unsavory reports are in circulation in Chicago touching the affairs of the Empire fire insurance company, of Wheaton, Ill., which went into liquidation on the 23d ult. J. J. Berne, one of the largest creditors of the defunct institution, has been engaged in making an examination of its affairs. Mr. Berne says he has discovered a shameless falsification of the books, followed by a wholesale disappearance of assets, and that when the facts come to light "they will astonish the community." Mr. Berne was identified with the company as general agent, and latterly as acting secretary; that is, he signed the policies as such, but beyond this there were no duties attached to his position. He declares his intention of bringing all the crookedness which he thinks exists into the full glare of an exposure, and is confident that between falsified books and "cooked" statements to the auditor of the state he will be able to secure the conviction of the alleged guilty parties. The Empire fire insurance company was organized October 1, 1874, with a capital of $300,000—$186,500 cash, and $113,500 stock notes. According to its last statement the assets were $221,074.13, and its gross liabilities, except capital stock, $27,263.05, making a surplus as regarded policyholders of $193,811.08, or over the paid up capital of $7,311.08. Its income for twelve months was: From premiums, $32,438.56; and from interest on bonds and mortgages, $10,658.43, making a total of $43,096.99; while its gross expenditures were $30,154.65, thus leaving a profit of $12,942.34. Last year it had in force risks aggregating $1,857,099, and during the same period the total of new policies issued was $1,814,801. A. A. Dewey was president, and N. S. Bouton vice-president, but they gave way some months ago to a second administration, of which Mr. S. W. Pease was president. This latter gentleman and his assistants have now been replaced by an assignee.

—Referring to coal explosions on board ship the *Western Mail* says:

In the course of the proceedings before the Board of Trade at Cardiff, Wales, certain facts were brought to light which deserve to be again singled out for special comment. First, as regards the extremely gaseous character of smokeless steam coal generally. It was shown that there was nothing special in the character of the coal, or in the manner of its shipment, which was calculated to bring about an explosion; but it was clearly proved that, as a ton of steam coal will throw off about 30,000 cubic feet of gas, that it is most imperative that the ventilation of a ship's hold should have the same attention as the mine from whence the coal is extracted. By the interesting evidence of scientific witnesses it was elicited that the influence of a low barometer in the pit is the same as when the barometer is high and the air still, and that to the observant the indications of danger to the viewer or foreman in a pit are as perceptible as they should be to the cautious captain of a vessel. In reality a ship taking out 1,000 tons of coal takes a slice of the colliery with all its gaseous dangers unfreed by the slight exposure that the slice has received in transit from the coal mine to the ship's hold, and thus precautions cannot be too carefully taken; and as in a colliery the exposure of a naked candle by a collier is criminally reckless as a rule, so also is it by the sailor in going into the hatchway, or groping, as one did some time ago, in the bunker for coal without the safeguard of a lamp. The board recommended two ventilators and a continuous current of air in every hold, but we endorse the opinion of the able chairman that legislative action alone will correct existing evils in connection with ship ventilation.

—The Royal Canadian insurance company, of Montreal, has reëstablished its general agency for the northwest at Chicago, and placed it with T. R. Burch, general agent of the Phenix.

—The heating apparatus of every building, whether used for dwelling or for business purposes, should be thoroughly examined and put in complete repair. Metal corrodes during the summer, and flues become chocked. Hence, from the neglect of precaution, cold weather is ushered in by fire alarms, and the report of casualties ranges from slight up to serious conflagrations. Now is the time for the housekeeper's tour of inspection over the premises. A month hence you might as well call "spirits from the vasty deep" as invoke the stove dealer and the plumber.—*Scientific American.*

—The Clay fire and marine insurance company, of Kentucky, has brought suit in the superior court of Ohio against Adam Gray, principal, and S. F. Cary and M. N. Gray, sureties, to recover $6,053, which the plaintiff alleges Adam Gray collected while acting as its agent in the state of Kentucky. It is averred that the defendant had the privilege of appointing sub-agents, and for his services was to receive 25 per centum of all premiums taken and collected by him, this amount being in full of all claims for expenses and services; that the defendant collected the amount above stated, and failing to pay over the same the plaintiff discontinued the agency. The defendant denies that he or his sureties are indebted to the plaintiff, and in separate answers filed by the sureties it is claimed that Gray discharged all his obligations to the company, and denied that the condition of the bond was broken.

—In Chicago during the month of October there were 56 fires, accounted for as follows:

Children playing with matches, 10; communicated from other fires, 10; defective flue, 5; incendiary, 6; spark from furnace, 3; spark from locomotive, 3; spark from chimney, 2; hot ashes, 2; gas jet, 2; explosion of lamp, 3; grease on stove, 2; chimney fire, 2; and 1 each bonfire, bake oven, friction; ignition of mill dust from candle, spark from cupola, stove-pipe through roof, rag on stove, explosion of oil stove, acid, tar boiling over, cigar stub, unknown, paper in flue. Total amount of insurance involved, $121.725; total loss, $15,578; total loss to insurance companies, $14,676. The buildings are classified into 43 frame, 13 brick, and 1 stone. Of these 17 were dwellings, 10 barns, 5 stores and dwellings, 3 sheds, 3 tar kettles, 3 furniture manufactories, 2 school houses, and 1 each bakery and dwelling, planing mill, rope walk, coffee mill, barrel of ashes, bench, foundry, restaurant, railroad car, hotel, grocery, store and offices, cooper shop, chimney fire, butcher shop, boarding house.

—A special general meeting of the Agricultural insurance company, of Ottawa, Canada, is called for the 18th inst., to receive a statement of the affairs of the company, financially and otherwise, and for the purpose of authorizing an application to parliament for such an amendment to its act of incorporation as will enable it to take commercial and other risks as well as farm property.

—Since the passage in May last by the Ohio legislature of a law under which life insurance companies doing business in that state must hold a 4 per cent. reserve, the insurance superintendent has been "casting about" for an actuary. The announcement is now made that the superintendent has secured the services of Joseph P. Pennington, who it is said "brings to his new sphere of duty a valuable experience acquired in insurance business and those special studies bearing on the subject." The roster of the Ohio insurance department as reorganized is as follows: Superintendent, Joseph F. Wright; actuary, Joseph P. Pennington; book-keeper, J. G. Wright; corresponding clerk, Miss Carrie Lind; mailing clerk, Charles Wood.

—A. Foster Elliott, resident secretary at New Orleans of the Liverpool and London and Globe insurance company, in addition to the portion of the company's business at the south heretofore under his supervision will hereafter watch over the company's interests in Georgia and Florida. Mr. Adam Moffatt, general agent at Savannah, instead of reporting to the New York office of the company will report to Mr. Elliott. No change has been made in reference to the forwarding of premiums, which as heretofore will be sent *via* New York to the company's home office.

—The Detroit *Free Press* of the 2d inst. has the following touching cargo insurance rates at that port:

Cargo insurance rates advanced at this port yesterday—that is, if the agents advanced them—but no cargoes were insured, so the new rates were practically nominal. The agents representing the Detroit fire and marine, Pacific Mutual, Buffalo, Toledo fire and marine, Mercantile, and Northwestern National insurance companies agreed to hold for 60 cents, with 10 per cent. off on "A" vessels. The Ætna, Orient, Mutual and the Phœnix are, it is reported, willing to write at a lower rate. The last mentioned company has taken a risk on a cargo of wheat that is to go into the propeller Nahant, now in dry dock, at 30 cents net. This is practically insuring a November shipment at 30 cents, a rate which, it is safe to say, cannot be obtained from any company hereafter. In 1875 the rate, November 1, was $1.20, 10 per cent. off on "A" vessels, and during this season rates have usually been half the rate prevailing at the same time in 1875.

—Talcott H. Richards, receiver of the National Capital insurance company, of Connecticut, has entered in the courts at Washington, D. C., a replevin suit against the National Capitol insurance company, of that city, to obtain the journals, ledgers, etc., of the American National life and trust company; also the account books of the American Mutual life insurance company, of New York, and the minutes of the directors of these companies, etc., which are alleged to be in the custody of the defendant.

—A correspondent of the London *Times* states that the oldest inhabitant of Vienna—Anna Suda, born on the 29th March, 1767—has just died. This lady had attained the ripe old age of 111 years, and it would be interesting to know the steps by which her identity with the infant then born was established.

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—A new fire insurance company, to be known as the Xenia fire insurance company, is being organized at Xenia, Ohio. The incorporators are: Eli Millen, J. W. King, T. P. Tounsley, J. S. Ankeney, John Little, John B. Lucas, S. M. Allison and H. Eavey. The capital stock of the new venture is fixed at $100,000.

—The *Express* of the 2d inst. says:

It now turns out that the insurance department at Albany is being used to help along Roscoe Conkling's canvass. Every clerk in that department has been made to pay an assessment of 2 per cent. on his salary.

It is the policyholders of every insurance company doing business in the state who have been forced to pay this assessment.

—A correspondent, "W. G. E.," writing to the daily *Times* from the New York School of Mines, says that on testing 60 samples of kerosene, taken from localities widely separated throughout the city, he found that all but one flashed above the required temperature of 100° Fahrenheit, and the remaining one, which came from Seventh avenue, flashed at 99° Fahrenheit; 43 of them flashed at or above 110° Fahrenheit, and the average flashing point of the whole number tested was 111.6° Fahrenheit. The oils were obtained in every kind of store where sold, and in such a manner as not to arouse suspicion as to the object of the purchase, and were tested according to the method specified by the board of health. "W. G. E." concludes as follows:

I know of no report to the board of health as to the condition of the kerosene oil sold in the market since that of Professor Chandler, in 1871, then chemist to the board, although there may be one or more; but, if I am not mistaken, it was due to the completeness of his report at that time, and his exertions then and since, that the present satisfactory state exists. That, as you say in your article referred to, the flashing point of the oils should be fixed by law at some temperature above 110° or 120° Fahrenheit, cannot be doubted by any one who has ever noticed the situations in which lamps, especially metal ones, are often placed, and Dr. Chandler, at the time of his report, advocated the requirement of a higher flashing point.

—"The Flouring Mills of Minneapolis, Minn., and their Immediate Exposures as Viewed by an Underwriter," is the title of a work just published by Jacob Stone. In his preface the author says that there are 19 flouring mills located at or near the Falls of St. Anthony on both sides of the Mississippi river, at Minneapolis, Minn. These mills now represent a total investment in insurable property of nearly a million of dollars; they consume over 4,000,000 bushels of wheat annually, and manufacture upwards of 1,000,000 barrels of flour. The work, as will be inferred from its title, has been prepared especially for underwriters, and it contains an ample and well arranged description of these mills, as regards material and construction, machinery and internal arrangements, means for extinguishing fires, exposures, moral hazard, profit and loss, and detailed surveys of each mill and of the other special hazards exposing them. Numerous maps, pictorial illustrations, and well-digested facts render the work interesting and instructive to the ordinary reader and valuable to underwriters as a reliable authority on the subject of which it treats. Mr. Stone has issued only a small edition; but copies can be obtained for $5 each, by addressing that gentleman at Minneapolis.

—Emma C. T. Mortimer, of Passaic, N. J., a policyholder in the Globe Mutual life insurance company, has presented to the New York superior court a petition praying for the appointment of a receiver for that company. The complainant among other things alleges that previous to January 7, 1874, she held a life policy in the Globe Mutual, upon which several premiums had been paid. About that time her attention was called to endowment policies. She was impressed that such a policy, possibly payable before her death, was desirable, and therefore had her husband, acting as her agent, negotiate with the company for a change of policies. The company agreed to make the change, taking her life policy and issuing to her an endowment policy for $10,000. The amount of premiums paid on the life policy was to be applied to the endowment policy. The change was made on the 7th of January, 1874. On or about the 1st of last August Mrs. Mortimer discovered that her policy was not an endowment policy, and that the company had given her a reserve dividend policy. She alleges that at the time the exchange was made her agent was induced to believe that the policy was the same as an endowment policy. An endowment policy would return her or her heirs $10,000 at the expiration of ten years. The reserved dividend policy is dependent for its payment upon a percentage of the net profits of the company set aside for that purpose each year. She alleges that she has reason to believe that her portion of the net profits or reserved dividends at the end of ten years will be nothing. At the time of receiving the reserved dividend policy she was under the impression that it was an endowment policy, the difference being solely in name. The amount she has paid the company is $2,925.10, and she sues to recover this amount with interest from the several dates of payment. She has demanded payment of the company, and it has been refused. Upon information and belief, she alleges that the assets of the company are not sufficient to meet its liabilities, nor have they been since 1874; hence it cannot meet her claim now nor will it have any surplus, a portion of which will be hers upon the maturity of her policy. The assets of the company, she charges, are made up largely of bonds and mortgages upon real estate which has been appraised far above its real value, and which is not worth the money pretended to be secured by the bonds and mortgages upon the same. The complainant asks that the company be dissolved and a receiver be appointed to apply the assets of the company toward the liquidation of its liabilities, and who shall pay her the sum of $2,925.10, with interest from the several dates of payment.

—Referring to insurance rates on grain at Chicago the *Times* of that city, in its issue of the 2d inst., says:

For a week past the local insurance board has had under advisement a proposition to reduce the rate of insurance on grain in elevators. A reduction was favored by all the board agencies, but there was a diversity of views as to what it should be, some contending for a very low and others for a moderate tariff. Those who favored a very low rate supported the proposition with the argument that nothing short of that would enable the board agencies to successfully compete with the non-board agencies in writing on that particular business. The last of the series of meetings called for the consideration of the question was held at the board rooms on yesterday. Nineteen members were present. The proposition to fix the grain rate at a minimum of one and a quarter below the building rate was adopted by a vote of ten to nine—a scratch that commission men who were interviewed on the subject expressed the opinion that the underwriters had done an unwise thing. They said the rate—or the minimum, at least—was so very low as to make the business unremunerative, and as soon as this fact should be demonstrated, the companies would order their agents here to cease writing for fun and advance the tariff to a paying basis. The non-board agents say they have had almost a monopoly of this branch of the business, and they will go down to botton figures rather than share it with the board of underwriters. If both sides hold to their present determination, there may be some lively writing on insurance row within the next week or two.

—Some one has been considering the importance of fire as an element in producing hard times, and has arrived at the conclusion that it is a potent agent. There is no doubt that our present commercial depression is greatly aggravated by the Chicago and Boston fires, which destroyed in four days as much actual wealth as the people of a state can produce in a lifetime. We are safe in saying that those two conflagrations have added a year to the duration of hard times. Then the daily fires in all parts ot the country aggregate a loss, it is estimated, of at least 50 millions a year, which is a dead loss—an actual destruction of value—not a mere transfer of values like that which occurs when a man loses money in an unprofitable speculation. To comprehend the magnitude of this terrible drain upon our resources, let it be remembered that 50 millions a year represents the labor of 167,000 men working 300 days in the year for $1 a day. It is as if we were to take all the laboring men in a great state like Indiana and set them at some useless work, like carrying water up a hill to pour it into a trough by which it would run back into the stream. Fires in this country cost us much more than taxes—even more than the taxes which European nations levy to support their expensive rulers and costly standing armies. If we want to increase our national and individual wealth we must perfect our protection against the destroying element. It is believed that a continued advance is being made in this direction, as each year shows a decrease in the aggregate of loss by fire.—*Toledo Blade.*

—The statement made in several of the daily newspapers that the Germania life insurance company, of this city, would lose $30,000 by the failure of the German-American National bank, of Washington, D. C., is far from being true. The company had on deposit in the bank $537, premiums deposited by its agents since the 15th ult.

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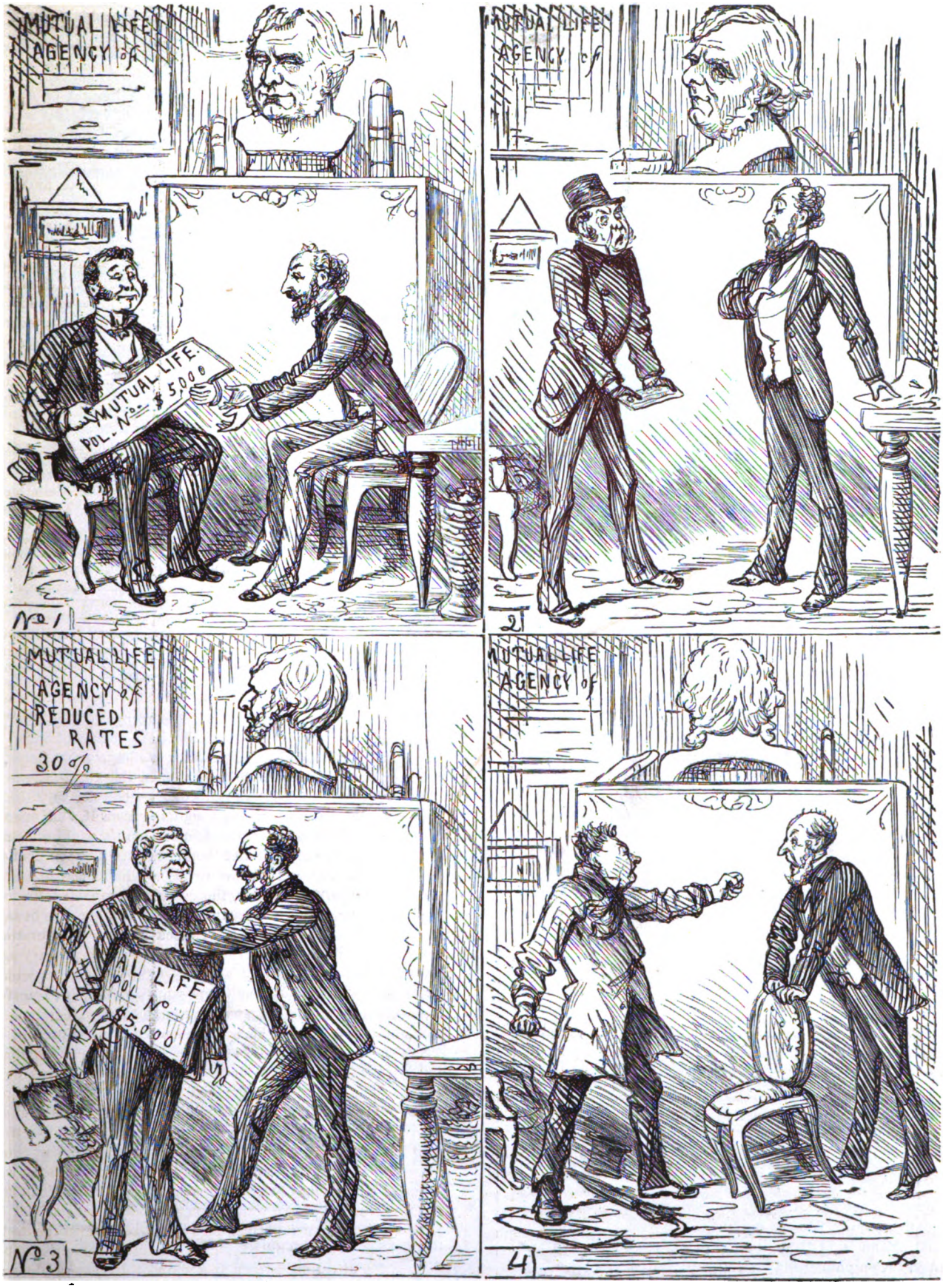

"TENTATIVE" MUTUALITY.

No. 1. Time, 1868.—Agent of M. L. Ins. Co. assures new entrant that "The whole of the surplus of this company belongs to the policyholders exclusively, and is annually divided amongst them in the most equitable manner."

No. 2. Time, 1878.—Insurant, compelled by adversity to surrender his policy, is told that a portion of the surrender value of his policy is retained to purchase "new blood" for the institution.

No. 3. Time, 1878.—New entrant induced to become a member, because of the reduction of 30 per cent. on the first two annual premiums.

No. 4. Time, 1888.—Retiring policyholder is politely informed that *all* of the surrender value attaching to his policy has been placed to the credit of the "vitality fund."

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—Charles P. Griffin, president *pro tem.* of the Universal life insurance company, has issued the following circular to the policyholders of that company:

You will please take notice that at a special term of the supreme court of the state of New York, held at the city of Schenectady, on the 29th of October, 1878, in the matter therein pending between the people of the state of New York, by their attorney-general, and the Universal life insurance company, an order was made by the said supreme court, a copy of which is annexed hereto, and in accordance with the terms thereof served upon you with this notice, also provided to be given to you by the said order. You are hereby required to take notice of such order and of the contents thereof, and of its declaration of the solvency of said Universal life insurance company; and you are also required to pay to the said Universal life insurance company, at its office, in the city of New York, all the premiums due and unpaid upon your policy in said company, excepting such premiums as you may have heretofore paid. under the provision of former orders of the court, to the United State trust company, within 90 days from the day of the date of the mailing of this order to you at the city of New York, which date is the date at the foot of this notice. You are further notified that if any premium now due upon any policy shall remain unpaid for the space of 90 days from the date of this notice, the policy upon which such premium shall so remain unpaid, and all payments of premium heretofore made thereon, shall then be declared forfeited.

—The *Memphis Avalanche* says the foreign life insurance companies—meaning, we presume, the life insurance companies of other states than Tennessee—have lost heavily from the great plague in Memphis. The Mutual Life, of New York, losses $50,000; the Connecticut Mutual, of Hartford, $90,000; the Mutual Benefit, of New Jersey, $40,000; the Northwestern, of Milwaukee, $25,000; and the Knickerbocker, of New York, $65,000. There are some others that have lost small amounts, but the above are the principal sufferers. A total, so far as is known, of $270,000 to be paid to the representatives of the dead insured in those companies.

—The supreme court of Michigan has decided that the American insurance company, of Chicago, cannot collect its instalment notes in that state.

—G. B. West, late *attaché* of the *Insurance Herald*, of Chicago, has been appointed general agent of the Continental life insurance company, of Hartford, for Colorado, with headquarters at Denver.

—It is stated that a local association of policyholders in the New York Life insurance company, to be called the Springfield district society, has been organized in Springfield, Mass., with John Olmsted as president, George D. Robinson and E. Morgan, vice-presidents, and C. A. Nichols, H. P. Stone, A. J. Wright, Fred Harris, L. C. Smith, N. W. Fisk and J. W. Cumnock as additional directors. Each of these gentlemen has taken $10,000 of insurance in the company.

—It is announced that arrangements have been made for the publication of the *Irish Insurance Journal* simultaneously in Dublin, London and Edinburgh, and that offices have been opened for that purpose in the three cities.

—The New York superintendent of buildings makes the following report of the operations of his bureau for the month of October:

There were 180 buildings reported as requiring fire-escapes, and 78 were so provided; 395 notices were served to provide fire-escapes, and 8 cases were sent to the attorney of the board for prosecution; 46 violations of law were reported, and in addition to those previously reported, 57 were removed; 92 unsafe buildings were reported, 84 were made safe, and 4 taken down; 9 violations and 2 unsafe building cases were sent to the attorney of the board for prosecution; 64 violations and 184 unsafe building notices were served; 125 new buildings were commenced, and in addition to those previously thus reported, 135 were completed; 830 new buildings were in progress; 76 alterations to buildings were commenced, and in addition to those previously thus reported, 89 were completed, and 180 are still in progress.

—A French chemist, M. Queynet, has devised a method of rapidly extinguishing fires in chimneys. It consists in burning about 100 grammes of the sulphuret of carbon on the hearth of a chimney, the sulphur being first turned into one or two broad hollow plates, in order that the combustion may be produced on a relatively large surface. Chimney fires, so numerous in Paris as well as London, have usually been extinguished, in Paris at least, by the firemen by means of sulphur burnt on the hearth of the chimney; but it is almost always necessary to mount to the roof to close the orifice at the top. On the other hand, if the temperature of the hearth be very moderate, the sulphur burns with difficulty and melts, being transformed into brown sulphur, and its combination with oxygen is so low that there often remains sufficient oxygen in the air which the vent contains to enable the soot to continue to burn. M. Queynet's idea is to employ for the extinction of fires in chimneys a body which in burning gives, like sulphur, sulphurous acid, but in condition much more advantageous than powdered sulphur. In fact, the sulphuret of carbon, a liquid combination of sulphur and carbon, vaporizes and inflames very easily, burns very quickly, and yields, by absorbing the oxygen of the air, a gas composed of two-thirds of sulphuric acid and one-third of carbonic acid, both equally unfavorable to combustion. As to any danger connected with the method, this can be avoided by very simple precautions. The liquid should be divided into quantities of 100 grammes, in flasks large enough to preserve a vacuum, to allow for the great expansion of sulphuret of carbon. The firemen of Paris have extinguished in January of this year 32 out of 51 fires; in February, 81 out of 103; in March, 138 out of 165; or in all 251 out of 319 fires. And these 251 extinctions have been to some extent instantaneous, without the necessity of mounting the roof, or in any way disarranging the apartments.

—The St. Paul *Pioneer-Press* says:

A curious incident is related in connection with the great mill fire and explosion on the evening of May 2. On Saturday afternoon the attention of persons passing the Galaxy mill (Ankeny's) was called to the fact that the old fire was still smouldering in the basement of the mill mentioned, nearly six months after the great catastrophe, and after new and more extensive structures had taken the place of those destroyed.

—The certificate of authority from the superintendent of insurance for the state of Ohio was filed in Cincinnati on the 29th ult. authorizing Albert Snyder to act as agent in that city for the Travelers' insurance company, of Hartrord, Conn.

—The marine underwriters at Chicago met in that city on the 29th ult. and decided to raise the rates on cargoes from and after November 1 as follows: From Chicago to Sarnia, $1.60; Collingwood, $1.75; Goderich, $1.75; Cleveland, Detroit and intermediate ports, $1.80; Buffalo, $2; Lake Ontario ports, $2.75; Ogdensburg, $2.90; Montreal, $3.50.

—No. 444 Broadway, a site historic in the records of the New York stage, bids fair to become remarkable in the books of insurance companies. Touched by conflagration while yet a histrionic temple, it was burned out when it had changed its character, and after a lapse of years it fell in the ruins of the great fire of 1875. Since then repeated alarms have been sounded from it, and once or twice it has been scarred by the flames. On the night of the 29th ult. it had another visitation of the fire fiend. The top floor, which Messrs. Banberger & Co. occupy as a wholesale clothing house, suddenly burst into flames, the engines were called, there was brisk work by the fire department, and the building was saved, but not before $12,000 worth of stock had been destroyed and $1,500 damage done to the structure.

—The news comes from Columbus, Miss., that tramps are burning barns and cotton gin-houses at an alarming rate in that vicinity and in other parts of the south. The Columbus *Index* says:

If these losses are due, as we can not but believe, to that plague of the north, the tramp, our people should take such prompt measures of cure as have been found effective in other localities.

—The regular German life insurance companies appear to be more annoyed by the successive formation of class or denominational insurance associations than the American companies are by the increase of the various phases of coöperativism. In Germany a society has been specially organized for insuring the lives of the officers of the army and navy; another for the exclusive benefit of the civil officers of the government; another for the accommodation of the teachers of all the educational establishments. And now the business of the regulars is further threatened, we learn from the *Zeitschrift*, by a proposal of prominent German lawyers to organize a life insurance and annuity company for the members of the legal profession throughout the empire. Even the industrial companies which profess to look after the interests of the small mechanics, the laborers and operatives will have to look after their laurels, as a bill has been introduced in the German Reichstag to create an annuity fund for all hands employed in manufactories, the assessments to be made compulsory.—*Baltimore Underwriter.*

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THE

NEW ENGLAND

MUTUAL LIFE INS. CO.,

Corner of Milk and Congress Streets,

BOSTON.

Accumulation $14,466,920.53

Annual returns of Surplus made upon the anniversary of Premiums falling due.

BENJ. F. STEVENS.....President.
JOS. M. GIBBENS.....Secretary.
W. C. WRIGHT.....Actuary.
LWIGHT FOSTER.....Counsel.

To Life Agents.

THE CONNECTICUT GENERAL LIFE INSURANCE COMPANY OF HARTFORD, CONNECTICUT, desires to engage the services of competent, reliable men as District General Agents, in localities where not now represented. Liberal arrangements will be made with parties who have had successful experience in the business, and can furnish satisfactory references as to ability and integrity. None others need apply.

Address,

CONNECTICUT GENERAL LIFE INS. CO.,

Hartford, Conn.

WEED & KENNEDY,

AGENTS FOR THE

BOSTON UNDERWRITERS,

Composed of the following Companies:

WASHINGTON FIRE & MARINE INS. CO.
NEPTUNE FIRE & MARINE INS. CO.
SHOE & LEATHER INSURANCE COMPANY.
ELIOT INSURANCE COMPANY.

Office, 165 Broadway, New York.

Consolidated Statement, January 1st, 1878.

Cash Capital	$1,200,000.00
Reinsurance Fund	491,013.52
Outstanding Liabilities	145,152.80
Net Surplus	589,904.72
Gross Assets	$2,426,070.54

We are prepared to place surplus lines for responsible agents in first-class City Companies at current rates, and will treat all customers with liberality.

WEED & KENNEDY.

GEORGIA AND FLORIDA Parties wanting information about Georgia or Florida, should subscribe for the MORNING NEWS, published at Savannah, Ga. *Daily*, $10; *Weekly*, $2 per annum. Advertisers desiring customers in these States, should use its columns. *It is the best paper in the Southeast.* Specimen copies sent on receipt of 5 cents. Address, J. H. ESTILL. Savannah, Ga.

PLATE GLASS INSURANCE.

"LLOYDS,"

NOS. 130 & 132 BROADWAY, NEW YORK.

I. W. GREGORY and G. BEEMER, Managers.

Combined Assets, over - $750,000.

☞ Insurance on Plate Glass against accidental Breakage.

☞ Unquestionable security, prompt payment of losses, low rates. Correspondence solicited.

COMMERCE

INSURANCE COMPANY,

OF ALBANY, N. Y.

ADAM VAN ALLEN.....President.
G. A. VAN ALLEN.....Vice-President.
R. V. DE WITT.....Secretary.

Capital Invested in United States Bonds.

Abundant Indemnity!

Low Rates of Premium!

Over $2,000,000 Losses Paid

Since Organization (June, 1859).

EQUITABLE ADJUSTMENT OF LOSSES!

PROMPT PAYMENT OF APPROVED CLAIMS!

POLICIES ISSUED AT

Home Office, No. 57 State St., Albany,

And by the following Agents, viz.:

SKEELS & BOUGHTON, 176 Broadway, New York.
THOMAS MAIR, 7 Exchange Place, Boston.
FARNUM, SHEPLEY & CO., Providence.
C. W. PRESTON & CO., 245 Main St., Hartford.

BROOKLYN LIFE

INSURANCE COMPANY,

Nos. 320 and 322 Broadway, - - New York.

ASSETS, $2,173,771.17.

OFFICERS.

WM. M. COLE.....PRESIDENT. | WILLIAM DUTCHER.....SECRETARY.
WM. H. WALLACE....VICE-PRESIDENT. | D. P. FACKLER, CONSULTING ACTUARY.
DANIEL AYRES, M. D., LL.D.....MEDICAL DIRECTOR.

The only Company in the country which guarantees definite Cash Surrender Values in case a Policy is forfeited for non-payment of Premiums.

BRITISH AMERICA

ASSURANCE COMPANY, OF TORONTO, CANADA.

F. A. BALL.....MANAGER. | P. PATERSON.....GOVERNOR.

Managers Metropolitan District, SATTERLEE & SMITH, 81 Cedar Street.

WESTERN DEPARTMENT—Illinois, Indiana, Michigan, Iowa, Wisconsin, Minnesota, Colorado and Nebraska,

WM. ASHWORTH, General Agent, Chicago, Ill.

EASTERN DEPARTMENT—Maine, New Hampshire, Vermont, Massachusetts, Connecticut, and Rhode Island,

WM. A. BEATTIE, General Agent, Boston, Mass.

NORTHERN DEPARTMENT—New York, Pennsylvania and New Jersey,

C. L. STOWELL, General Agent, Rochester, N. Y.

SOUTHERN DEPARTMENT—

WALKER & BOYD, General Agents, Atlanta, Ga.

CENTRAL DEPARTMENT—Ohio, Indiana and Kentucky,

LAW BROTHERS, General Agents, Cincinnati, O.

TRAVELERS

LIFE AND ACCIDENT

INSURANCE COMPANY,

OF HARTFORD, CONN.

Cash Assets, Jan. 1, 1878,.....**$4,453,000**
Surplus, Mass. Standard . 1,225,000
Life Claims paid, over.... 1,150,000
Accident Claims paid, over 2,900,000

Grants everything desirable in LIFE or ACCIDENT INSURANCE, on the stock basis, with ample security, at low cash rates, giving a definite and liberal contract, and promptly paying all honest claims.

JAS. G. BATTERSON, President.
RODNEY DENNIS, Secretary.
JOHN E. MORRIS, Assistant Secretary.

New York Office, Tribune Building.

Boston Office.....Cor. State and Kilby Sts.
Philadelphia Office .....112 So. Fourth St.
Baltimore Office.....Sun Building.
Chicago Office .....177 & 179 La Salle St.
Cincinnati Office.....249 W. Fourth St.
St. Louis Office.....St. Louis Life Building.
Cleveland Office.....No. 2 Public Square.

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Lancashire Insurance Co.,

OF MANCHESTER, ENGLAND.

ESTABLISHED - - 1859.

Management Staff in the United States:

MANAGER FOR UNITED STATES.....HENRY ROBERTSON, 187 Broadway, N. Y.
AGENT FOR NEW YORK CITY AND BROOKLYN.....CHARLES M. PECK, 69 Liberty St.

GENERAL AGENTS:

W. G. FERGUSON.....CHICAGO.
H. K. LINDSEY.....CINCINNATI.
A. N. CURRIER.....WORCESTER.
J. B. KELSEY.....PHILADELPHIA.
M. A. STEARNS.....ROCHESTER.
HUTSON LEE.....CHARLESTON, S. C.
S. O. COTTON.....HOUSTON, TEXAS.

From whom all information as to the Company may be obtained.

GEORGE STEWART, General Manager of the Company, MANCHESTER, ENGLAND.

NIAGARA FIRE INS. CO.

201 Broadway, New York.

STATEMENT OF ASSETS, JANURAY 1ST, 1878.

Capital Stock	$500,000
Liabilities, including Reinsurance	418,949
Net Surplus	450,330
Total Assets	$1,368,579

28 Years' Practical Experience.

Central Department—For States of....Ohio, Indiana, Kentucky, Tennessee and West Virginia
Messrs. SNIDER & LINDSEY, Managers.....*CINCINNATI, OHIO.*
Northwestern Department—For States of Illinois, Wisconsin, Minnesota, Iowa, Missouri, Nebraska, Kansas and the Territories. *Messrs. BEVERIDGE & HARRIS, Managers, CHICAGO.*
L. R. MORRIS, Manager.....State of Michigan.

Losses promptly adjusted by General Agents, and paid by their drafts on the Company.
P. NOTMAN, Vice-President and Secretary. HENRY A. HOWE, President.

WESTERN ASSURANCE COMPANY

OF TORONTO, CANADA.

INCORPORATED 1851.

Capital paid in in Cash	$412,000.00
Reserves for all Liabilities	482,324.98
Net Surplus	294,052.37
Total Assets, January 1st, 1878	$1,188,377.35

FOR AGENCY, APPLY TO

E. J. KNOWLES, Manager

NEW YORK AND PENNSYLVANIA DEPARTMENT, ALBANY, N. Y.

IRVING, FRANK & DU BOIS, *Managers Metropolitan District, New York,*
GEO. O. CARPENTER, *Manager Eastern Department, Boston, Mass.*

ESTABLISHED 1840. CHARTER PERPETUAL.

Lycoming Fire Ins. Co.

OF MUNCY, PA.

W. P. I. PAINTER.....President.
HENRY ECROYD.....Vice-President.
JAS. M. BOWMAN.....Secretary.
W. H. H. WALTON.....Treasurer.

A. E. MOORE, Manager Eastern Department - 161 Broadway New York.

1829 **Charter Perpetual.** 1878

FRANKLIN

Fire Insurance Company

OF PHILADELPHIA.

CAPITAL	$400,000.00
Insurance Reserve	2,025,708.20
Unpaid Losses and Dividends.	86,298.19
Net Surplus	851,439.35
Total Realized Assets, (Jan. 1st, 1878,)	$3,363,445.74

Statement of the Realized Assets of the Company on Jan. 1st, 1878.

Mortgages.

On property valued at over $5,500,000, being First Mortgages on unincumbered and Improved Real Estate in the City of Philadelphia	$2,463,354.41

Real Estate.

Office of Company and dwellings	171,250.00

Loans.

Loans on Stocks as Collateral Security, (market value, $40,092.00)	34,685.96
REINSURANCE DEPOSIT PREMIUMS	356.25

Stocks.

$250,000	$75,000 U. S. Bonds, 1881.	
	135,000 U. S. 5-20 Bonds	
	40,000 U. S. 10-40 Bonds	
15,000 Mississippi State Warrants		
5,000 New Jersey Exempt 6's		
50,000 Philadelphia City 6's		
10,000 City of Columbus 8's		
5,000 City of Columbus 7's		
1,000 Camden (N. J.) City 6's		
15,000 Penn'a R. R. 1st mortgage		
3,000 Reading R. R. 7's of 1893		
5,000 Reading R. R. 6's		
25,000 Harrisburg & Lancaster R. R. 1st mortgage		
10,000 West Jersey R. R. 7's		
10,000 Hestonville, Mantua & Fairmount R. R. 6's		
10,000 American Steamship Bonds		
100 Shares Commercial National Bank		
16 " Continental Hotel Co. Pref.		
COST	$443,993.06	
MARKET VALUE		$437,105.00

Cash.

Cash in banks	$203,015.73	
Cash in office of the Company	7,235.06	
Net Premiums in course of transmission	46,443.31	256,694.12
Total		**$3,363,445.74**

OFFICERS.

ALFRED G. BAKER.....President.
GEORGE FALES.....Vice-President.
JAS. W. McALLISTER.....2d Vice-President.
EZRA T. CRESSON.....Secretary.
SAMUEL W. KAY.....Assist. Secretary.
A. C. BLODGET.....General Agent.

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THE SOUTHERN MUTUAL

LIFE

INSURANCE COMPANY,

OF KENTUCKY.

S. W. CORNER THIRD & JEFFERSON STS.,

LOUISVILLE.

J. B. TEMPLE,.....President.
L. T. THUSTIN,.....Secretary.
S. T. WILSON,.....General Agent.
E. D. FORBE,.....Medical Director.

Under the management of a Board of Directors composed of some of the best business men of Louisville, subject to the rigid insurance laws of the state, requiring the safest investments. The Assets of the Company are nearly

$1,000,000,

of which the Surplus to Policy-holders is nearly **$150,000,** and both Assets and Surplus steadily increasing.

The management of the Company has been eminently conservative, keeping safety always in view, avoiding experiments and new-fangled plans alike dangerous to a Company and disappointing to Policy-holders. The death-rate has been favorable, and the distribution of Surplus has been annual, regular and equitable.

Agents of good character for integrity, business tact and energy wanted.

VIRGINIA

Fire & Marine Insurance Company,

OF RICHMOND.

Incorporated 1832.

W. L. COWARDIN.....President.
WM. H. McCARTHY.....Secretary.
W. B. ROBINS.....Assistant Secretary.

BAKER & KIRBY, Agents,

4 PINE STREET.....NEW YORK.

IMPORTANT

To Life Insurance Agents.

Active and successful men who have, can, and will, take applications, and want good territory in the states of New York, Pennsylvania, Ohio, Indiana, Illinois, Iowa or Missouri, are invited to correspond with

The Union Central Life Ins. Co.

The UNION CENTRAL makes a specialty of the Life Rate Endowment Plan, and after an experience of about five years, it can recommend its Life Rate Endowment Policy as the best. Agents find it the best plan to work. The UNION CENTRAL is one of the most prosperous life insurance companies in the country of its age.

Assets over $1,250,000.

Address, N. W. HARRIS, Secretary.
S. E. Cor. Fourth St. and Central Avenue,
CINCINNATI, OHIO.

GIRARD

FIRE

Insurance Company,

OF PHILADELPHIA.

Is among the soundest institutions of the country. Its liabilities are very small, and its mathematical standard very high.

Cash Capital	**$300,000.00**
Reserved for Reinsurance and all other Liabilities.	309,343.39
Net Surplus	480,612.41
Gross Assets	**$1,089,955.80**

ALFRED S. GILLETT.....President.
JAS. B. ALVORD.....Vice-President.
P. C. ROYCE.....Secretary.
JULIUS B. ALLEN.....Assistant Secretary.

RECEIPTS AND DISBURSEMENTS OF THE

CONNECTICUT MUTUAL LIFE

INSURANCE COMPANY, OF HARTFORD, CONN.,

From date of Organization, Dec. 15, 1846, to Dec. 31, 1877.

Dr.		*Cr.*	
To Premiums received	$100,718,148.21	By payments to Policyholders for claims by death and matured endowments	$28,931,197.15
Interest and Rents received	26,750,962.79	Surplus Premiums and Interest returned	32,817,070.51
Balance profit and loss	22,364.86	Surrendered and lapsed Policies	7,172,943.51
			$68,921,211.17
		By payments for expenses:	
		Commissions to Agents	$8,312,709.01
		Salaries of all officers, clerks, etc.	910,126.40
		Medical examiners' fees	365,195.58
		Printing, stationery, rent, postage, exchange, advertising, and sundry charges	1,127,041.15
			10,715,072.14
		By payments for taxes	2,783,108.98
		Balance, net Assets, December 31, 1877	45,072,083.57
	$127,491,475 86		$127,491,475.86

Ratio of Expenses to Receipts in 1877, . . . 7.14 per cent.

JACOB L. GREENE, - - President.

JOHN M. TAYLOR.....SECRETARY. | DANIEL H. WELLS.....ASS'T SECRETARY.

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John Hancock

MUTUAL LIFE INS. CO.,

BOSTON, MASS.

GEORGE THORNTON.....President.
SAMUEL ATHERTON.....Vice-President.
GEO. B. WOODWARD.....Secretary.
CHAS. G. WOOD.....Treasurer.

ASSETS.

State, City & Corporate Bonds & Loans.	$271,000.00
National Bank Stocks	85,500.00
Railroad Bonds and Loans	443,000.00
Loans on Mortgages	1,424,395.00
Loans on Collateral	48,050.00
Premium Notes	303,404.27
Bills Receivable	2,248.81
Loans on Personal Security	1,500.00
Agents' Balances	10,235.08
Commuted Commissions	1,865.91
Cash in hand and in Banks	16,882.35
Real Estate, owned by the Co., cost	113,621.44
	$2,671,702.86
Deduct depreciation from cost of Real Estate	4,263.93
	$2,667,438.93
Also:—	
Interest due and accrued	$67,572.04
Rents due	1,960.78
Excess of Market Value of Investments over par	28,080.00
Outstanding Premiums on Policies in force, on which a liability was calculated, Dec. 31. 1877.....$70,824.69	
Less loading 20 per cent. 14,164.94	
	56,659.75
Gross Assets, Dec. 31, 1877	$2,822,311.50

LIABILITIES.

Net Value of Outstanding Policies (Massachusetts standard; 4 per cent.)	$2,510,290.49
Losses Due and Unpaid	7,715.00
Losses Outstanding, not yet due	24,255.00
Matured Endowments, due and unpaid.	640.00
Premiums paid in advance	1,465.23
Dividends due and unpaid	11,908.41
Rents due and unpaid	1,000.00
Total Liabilities, Dec. 31, 1877	$2,557,274.13
Surplus as regards Policyholders (Mass. standard, 4 per cent.)	$265,037.37
Policies issued in 1877, 1,232, insuring	2,609,647.00

THE

PENN MUTUAL LIFE

INSURANCE COMPANY,

Of Philadelphia.

OFFICE.....No. 921 CHESTNUT STREET.

Incorporated in 1847.

Assets,.....$6,280,723.46.

PURELY MUTUAL.

Surplus returned Annually in reduction of Premiums or to increase insurance.

Policies non-forfeitable by the rules of the Company.

Endowment Policies issued at Life Rates.

SAMUEL C. HUEY, President.

SAMUEL E. STOKES.....Vice-President.
H. S. STEPHENS.....2d Vice-President.
JAS. WEIR MASON.....Actuary.
HENRY AUSTIE.....Secretary.

JAS. H. LANGFORD, . . Gen'l Agent,

No. 161 BROADWAY, NEW YORK.

Chartered in 1811.

ALBANY

INS. CO., ALBANY, N. Y.

Capital	$200,000.00
Reserve for Reinsurance	33,808.42
Net Surplus	178,811.31
Total Assets, January 1, 1878	$412,619.73

HARMON PUMPELLY,.....President
J. HOWARD KING,.....Vice-President
THEODORE TOWNSEND.....Secretary.
JOHN W. McHARG,.....Ass't Secretary.

Agent in New York,
EDWARD A. WALTON,
At Office of the Citizens' Ins. Co.,
No. 156 Broadway.

BUFFALO

Insurance Company.

Capital paid in in Cash	$200,000.00
Reserve for all Liabilities, including Reinsurance	64,798.75
Net Surplus	46,780.61
Total Assets, January 1, 1878	$311,579.36

PASCAL P. PRATT,.....*President.*
EDWARD B. SMITH,.....*Secretary*

FAIRFIELD FIRE INS. CO.

South Norwalk, Conn.

Cash Capital	$200,000.00
Cash Assets, January, 1878	313,018.41

LIABILITIES.

Reinsurance and all claims	$74,530.73
Net Surplus	38,487.68

W. S. HANFORD.....President.
H. R. TURNER.....Secretary.

T. S. TRUAIR, GENERAL AGENT,
Syracuse, N. Y.
A. T. SMITH, GENERAL AGENT,
156 La Salle Street, Chicago, Ill.

GERMANIA

INSURANCE CO., NEWARK, N. J.

January 1, 1878.

Cash Capital	$200,000.00
Total Assets	$261,644.10

LIABILITIES.

Reinsurance Fund	$40,607.14
Unpaid Losses and all other Claims	6,036.41
Capital Stock	200,000.00
Net Surplus	15,000.55
	$261,644.10

JAMES M. PATERSON.....President.

NATIONAL LIFE

INSURANCE COMPANY,

Of the United States of America.

WASHINGTON, D. C.

CHARTERED BY CONGRESS.

Cash Capital, - - $1,000,000

Assets, Jan. 1st, 1878.....*$4,023,362.94*
Surplus, Jan. 1st, 1878..... *1,300,814.83*

All this Surplus is security additional to the Reserve, which is calculated on a 6 per cent. basis.

Ratio of Assets to Liabilities..... *..118 per cent.*

THE LARGEST CAPITAL OF ANY LIFE INSURANCE COMPANY IN THE WORLD.

Perfect Security. Low Rates of Premiums. Definite Contracts.

OFFICERS.

EMERSON W. PEET.....President and Actuary.
J. ALDER ELLIS.....Vice-President.
JOHN M. BUTLER.....Secretary.
SAMUEL M. NICKERSON, Chairman Finance and Executive Committee.

J. W. BRAZIER, Manager,

155 BROADWAY.....NEW YORK.

AMAZON

INSURANCE COMPANY,

CINCINNATI.

Cash Capital, - - - - - $300,000

STOCKHOLDERS INDIVIDUALLY LIABLE UNDER THE CONSTITUTION OF THE STATE OF OHIO.

Financial Exhibit—July 1st, 1878.

ASSETS.

United States Bonds, market value	$104,412.00
Mortgage Loans	176,019.40
Real Estate	255,660.00
Cash on hand and in course of transmission	12,839.97
State and Corporation Bonds and accrued Interest	35,449.54
Collateral Loans and Bills Receivable	25,921.65
Amount due from Agents	10,254.56
Accounts Receivable and due from Insurance Companies	7,621.66
Personal property	3.000.00
	$631,178.78

LIABILITIES.

Outstanding Losses, Reinsurance Reserve, and all actual Liabilities	$126,353.24
Net Assets	$504,825.54
Capital	300,000.00
Net Surplus	$204,825.54

GAZZAM GANO.....President.
J. H. BEATTIE.....Secretary.

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PHŒNIX

Insurance Company, Hartford, Conn.

Cash Capital, all paid in $1,000,000.00
Cash Assets, January 1, 1878 ..... 2,486,194.66
Net Surplus *over all liabilities* 573,604.58
Total losses paid to date 12,441,173.24

HENRY KELLOGG ..... President.
A. W. JILLSON ..... Vice-President.
D. W. C. SKILTON ..... Secretary.
G. H. BURDICK ..... Assistant-Secretary.

Agents in New York,
BIGELOW, COIT & PECK, 150 Broadway.

EQUITABLE FIRE INS. CO.,

NASHVILLE, TENN.

14th Semi-Annual Statement, January 1, 1878.

ASSETS.	Market Value.
United States bonds	$105,250.00
Railroad, county and municipal bonds	171,338.65
Cash in bank and in Company's office	16,450.64
Premiums in course of collection	17,321.39
Real Estate loan	633.71
LIABILITIES.	$310,994.39
Losses adjusted and unadjusted	$11,114.11
Reinsurance Fund	72,175.60
Capital	200,000.00
Net Surplus	27,704.68
	$310,994.39

Surplus as to Policyholders, $227,704.68.
Percentage of Assets to Liabilities, 3-73.

D. WEAVER ..... President.
A. G. ADAMS ..... Vice-President.
JOHN D. ANDERSON ..... Secretary.
J. O. TREANOR ..... Assistant Secretary.

CHARTER OAK LIFE

Insurance Company,

OF HARTFORD, CONN.

Incorporated A. D. 1850.

PURELY MUTUAL.

Appraised Assets $8,973,962.91
Total Liabilities 8,871,693.34
Surplus 102,269.57

DIRECTORS.

GEO. M. BARTHOLOMEW, *President* ... Hartford.
HALSEY STEVENS, *Secretary* ... "
W. L. SQUIRE, *Ass't-Secretary* ... "
WILLIAM FAXON ... "
JOTHAM GOODNOW ... "
ROWLAND SWIFT ... "
ELISHA CARPENTER ... "
E. J. BASSETT ... "
D. W. C. SKILTON ... "
S. R. McNARY ... "
W. E. BAKER ... "
C. G. MUNYAN ... "
C. S. DAVIDSON ... "
CLAPP SPOONER ... Bridgeport.
S. W. ROBBINS ... Wethersfield.
ALEX. STUDWELL ... New York City.
I. A. SHEPPARD ... Philadelphia.
D. L. BARTLETT ... Baltimore.
THOMAS A. LOGAN ... Cincinnati.
GEO. SHERWOOD ... Chicago.
E. O. STANARD ... St. Louis.

THE

CONTINENTAL

INSURANCE COMPANY,

100 & 102 BROADWAY, - - - NEW YORK,

Insures Against Loss by Fire at Reasonable Rates.

STATEMENT OF THE COMPANY, JULY 10TH, 1878.

Gross Assets	$3,204,806.42
Capital	1,000,000.00
Reserve for uncarned Premiums	1,000,170.23
Net Surplus	1,006,518.57
Of which there has been carried to the Guaranty Surplus Fund	$464,300
Special Reserve Fund	464,300
Reserve, representing other claims and undivided profits	198,117.62

GEO. T. HOPE ..... President.
CYRUS PECK ..... Secretary.

NEW HAMPSHIRE

FIRE INS. CO.,

MANCHESTER, N. H.

January 1, 1878.

Cash Capital	$250,000.00
Reserve for Reinsurance	98,866.51
Reserve for Unpaid Losses	20,627.00
Net Surplus	113,478.14
Total Assets	$482,971.65

Ex-Gov. E. A. STRAW ..... President.
Ex-Gov. JAS. A. WESTON ..... Vice-President.
JNO. C. FRENCH ..... Secretary.
GEO. W. EASTMAN ..... Assistant Secretary.
FRANK A. McKEAN ..... Special Agent.

JOHN M. WHITON, AGENT,
165 AND 167 BROADWAY, - - NEW YORK.

REPORT OF THE OFFICIAL EXAMINATION OF THE

METROPOLITAN LIFE INSURANCE CO.

BY THE INSURANCE DEPARTMENT OF THE STATE OF NEW YORK.

"No effort spared to protect the interests of Policyholders." "Careful and painstaking management." "In no instance has a flaw in the title, or a deficiency in value, been found." "Too much cannot be said in praise of the Company's investments." "Every step taken has been to render the security of the Insured beyond question."

INSURANCE DEPARTMENT, ALBANY, N. Y., February 18th, 1878.

The Superintendent having caused an examination of th METROPOLITAN LIFE INSURANCE COMPANY, of New York City, to be made, and which is now completed, submits the following as the result of the same:

To the present management of the Company the Policyholders are indebted for the solvent condition of their corporation. No effort has been spared by the President and Vice-President to protect the interest of the Policyholders, and every step taken by these officials has been to render the security of the insured beyond question.

The titles to each piece of property owned by and mortgaged to the Company have been examined by the authorities commissioned by the Department to perform this service, and reported upon to the Superintendent, while appraisers have carefully examined as to the value of these properties, and in no instance has a flaw in the title, or a deficiency in value, been found.

Too much cannot be said in praise of the Company's investments, exhibiting as they do careful and painstaking management, such as to render the future prosperity of the Company entirely secure.

All items of uncollected Premiums and Premium Notes and liens have been examined in detail, and seriatim lists of same are filed in the Department.

The following is a statement of the Company's condition on December 31st, 1877:

ASSETS.	
Real Estate and Bonds and Mortgages	$1,000,200.00
Stocks, Bonds and secured Loans	518,143.82
Cash, liens on Policies, Interest, Rent and deferred Premiums	569,238.65
Total Admitted Assets	**$2,087,582.47**
Items not admitted—Agents Balances, Com. Comms, Furniture and Fixtures	$53,421.70.

LIABILITIES.	
Premium reserve, unpaid losses and all other claims	$1,795,822.26
Surplus on basis of Admitted Assets	**$291,760.21**
Capital Stock	$200,000
Surplus on basis of Total Assets	**$345,181.91**

JOHN F. SMYTH, *Superintendent.*

First-class AGENTS wanted at all prominent points, to represent this progressive Company. The most popular plans before the public.

JOSEPH F. KNAPP, President.

JOHN R. HEGEMAN ..... VICE-PRESIDENT. | STEWART L. WOODFORD ..... COUNSEL.

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THE MUTUAL LIFE INSURANCE CO.

OF

NEW YORK,

140 to 146 Broadway.

F. S. WINSTON, ... President.

ASSETS JANUARY 1st, 1878, OVER

EIGHTY-FIVE MILLIONS OF DOLLARS.

RICHARD A. McCURDY, VICE-PRESIDENT.

ROBT. A. GRANNISS, 2d Vice Pres't. ISAAC F. LLOYD, Secretary. G. S. WINSTON, M. D., } Medical Exam'rs.
W. H. C. BARTLETT, LL.D., Actuary. O. H. PALMER, Solicitor. W. R. GILLETTE, M. D., }

19th Annual Statement, January 1, 1878.

AMERICAN INSURANCE CO.

ORGANIZED A. D. 1859. **CHICAGO, ILL.**

Policies issued upon the Stock or Instalment Plan. Insurance confined to Dwelling Houses, Private Barns, their Contents, Farm Property, Churches and School Houses. No Policies written on property situated in Chicago or any large city. Number of Policies written from 1859 to 1878, 284,876; in force, 138,310.

CASH CAPITAL, - - - - - - $200,000.

Total Cash Assets	**$904,224.31**
Reinsurance Reserve and all other liabilities	**433,919.24**
Cash Surplus as regards Policyholders	**$470,305.07**
Deduct Capital	**200,000.00**
Cash Surplus as regards Stockholders	**$270,305.07**
Instalment Notes on hand Jan. 1st, 1878	**$1,722,692.24**
Losses paid from 1873 to 1878	**1,229,420.14**

DIRECTORS.

H. Z. CULVER, D. A. KNOWLTON, JR., WM. H. OVINGTON, HON. WM. H. BRADLEY, M. A. HOYNE, R. B. CURRIER, HON. H. N. HIBBARD, HON. J. M. BAILEY, NICHOLAS KRANSZ, CHAS. L. CURRIER, LOYAL L. MUNN.

OFFICERS.

H. Z. CULVER, PRESIDENT. HON. H. N. HIBBARD, VICE-PRESIDENT. CHAS. L. CURRIER, SECRETARY
M. A. HOYNE, TREASURER. R. B. CURRIER, GENERAL AGENT.

1851. 1878.

PHŒNIX MUTUAL

LIFE INSURANCE COMPANY,

OF HARTFORD, CONN.

Assets, January 1, 1878	**$11,046,614.90**
Liabilities, " "	**10,738,434.98**
Surplus	**$1,058,920.92**

Income in 1877 . . . . . $2,189,606.92 | Paid Death Losses and Endowments $753,848.85

Paid Dividends to Policyholders $335,981.16

AARON C. GOODMAN, PRESIDENT.

JONATHAN B. BUNCE, VICE-PRESIDENT. JOHN M. HOLCOMBE, SECRETARY.

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The Chronicle.

A Weekly Insurance Journal.

373

VOL. XXII., No. 24. OFFICE, 145 BROADWAY. | NEW YORK, THURSDAY, DECEMBER 12, 1878. | J. J. W. O'DONOGHUE, Editor.

The Daily Press on Life Insurance Contracts.

After manufacturing a saleable sensational story about the death of the late Colonel Dwight, of Binghamton, and "working up" with characteristic "enterprise" the details of an imaginary dispute over the payment of his life insurance, the daily newspapers now proceed to preach highly moral sermons from texts taken from their own fictions. Indeed, one of these "conservators and champions of the people's rights"—the *Times*, of Philadelphia—goes so far as to say:

The first idea of the insurance men when a policyholder dies is that he has done so of malice prepense, in order to cheat them in the game at which, as has often been said, one must die to win. Failing in this, they next advance the theory that he cheated at the beginning of the game by taking out his policy when he was not in good health.

This illustration of sublime idiocy would be intensely amusing if it were not calculated to mislead those whose information pertaining to life insurance is derived chiefly, if not solely, from the newspapers. Hence the constant parade before the public of flippant and foolish fallacies, such as those expressed in the paragraph quoted from the *Times*, produces in the minds of many men a prejudice against life insurance that has no foundation in facts, and which ought not to have coexistence with ordinary intelligence.

It would seem that it is necessary to remind the *Times* of the fact that if policyholders did not die there would not be any necessity for "insurance men." If human life were a perpetual inheritance the *Times*' powerful rival would be bereft of one of its most interesting features—its obituary poetry. But, seriously, as men must die "the first idea" of an honorable man is to make such provision as he can afford or is able to obtain for the benefit of his family when they are finally deprived of his protection and support. This provision he finds in life insurance, and it is "the first idea of insurance men" to supply him with it. The death of each policyholder affords an additional proof of the necessity of life insurance, and "insurance men" who know their business use this and other proofs to justify the prosecution of the mission in which they are engaged. By promptly and fully discharging legitimate claims, insurance companies not only demonstrate the honesty and usefulness of their purposes, but also largely increase their business. It is, therefore, contrary to their interests to dispute claims. The truth is, that some companies, in order to gain the popular approval attaching to prompt payments, too often yield to demands which if investigated would prove to be fraudulent.

In transacting the business of life insurance, as well as in the proper management of all business enterprises, a certain system must be maintained. The system under which life insurance is conducted provides among other things the form of contract to be observed by the contracting parties—the insured and the insurer. The conditions in some of these contracts are perhaps unnecessarily numerous and perplexing. But the principal conditions are clearly defined, and are vitally necessary for the protection against deception or fraud of the companies in which are intrusted the interests of *bona fide* policyholders. One of these conditions is in effect that an applicant for insurance must make *truthful* answers to certain interrogatories. These questions are propounded to elicit or measure the character of the risk before assuming the same. For instance, if an applicant had at any time suffered from hemorrhage of the lungs, it is required that he shall so state; or if an applicant's parents had suffered from certain diseases, which may have been transmitted to him, it is required that he shall so state. Notwithstanding that applicants are invariably examined by medical officers before their applications are accepted by the insurance companies, the necessity for strict compliance with these conditions is obvious. The most skilful physician cannot in all cases diagnose with any degree of certainty diseases from which partial or temporary recovery has been effected; neither can he detect in a living subject the latent germ of an inherited disease. Moreover, if the intentions of the applicant seeking insurance be fair and honorable he will not object to complying with conditions which, when he has become a policyholder, will protect from fraud the company in whose stability he will then be closely concerned. No honest applicant will "cheat," to use the language of the *Times*, "at the beginning of the game" by making false answers to the legitimate and essentially relevant questions asked him. But when a designing applicant deliberately commences "the game" with a concealed lie upon his lips, it is the imperative duty of the party whom he seeks to "cheat" to expose the deception and firmly resist any and every claim that may be made in connection therewith.

The wanton condemnation of life insurance contracts is a favorite pastime with the daily press. Insurance companies are roundly abused and maligned when they endeavor to hold policyholders or their heirs responsible for the violation of specific and clearly defined contracts. The violation of any other contract than that under which a life insurance policy is issued, is held to be vitiating in effect. Thus, while the man who obtains money under false pretences is very properly branded as a thief, life insurance companies are hounded by malignant or silly scribblers if they dare attempt to resist false and fraudulent claims.

As we have said already, it is contrary to the interests of life insurance companies to dispute the payment of claims. No reputable company attempts to resist the payment of an honest claim; but it is bound to dispute a claim that it believes to be unjust and unlawful under the conditions of the policy upon which such claim is based. It is as necessary that the conditions of a life insurance contract should be fulfilled as it is obvious that writers on the daily press when they express a contrary opinion are dealing with a subject of which they are densely ignorant.

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UNION MUTUAL (MARINE) INSURANCE COMPANY.

Reduction in the rates of premiums at this time was not confined to the business of fire underwriting. Reduced rates of premiums in marine insurance also prevailed. So large was the reduction that the Union Mutual insurance company—one of the oldest marine insurance companies in New York—decided to retire from business and go into voluntary liquidation.

INSURANCE SUPERINTENDENT SMYTH.

On the 7th of February certain allegations reflecting on the official conduct of Insurance Superintendent Smyth were made in the shape of a preamble and resolution before the New York legislature. The charges were, substantially, that the superintendent had illegally permitted certain appraisers and examiners appointed by him to collect exorbitant fees from various life insurance companies whose affairs had been investigated by, or at the instance of, the insurance department. An investigating committee was appointed by the senate. The superintendent pleaded guilty to the charge that he had violated the law, and yet, strange as it shall always appear to those who are not acquainted with the peculiar political basis upon which the deceptive and hollow structure, state supervision, stands, the self-convicted official was acquitted and permitted to continue rejoicingly the even tenor of his way.

ABOLITION OF INSURANCE DEPARTMENTS.

During the farcical trial of Insurance Superintendent Smyth, a disposition to abolish state supervision was manifested in several states. In Kentucky an earnest but ineffectual effort was made to rid the citizens of that state of the imposition. In Connecticut it was proposed to abolish the office of insurance commissioner and substitute therefor a state board of three commissioners. This proposition was so preposterous that even the ordinary legislator could not muster sufficient audacity to commend it, and it was duly consigned to that oblivion provided for the rejected nostrums of political quacks. In the New York legislature a feeble and halting effort was made to abolish state supervision; but the wily politicians who control that body—having yet to learn the first lesson in patriotism, declined to support a measure which, if successfully carried out, would deprive them to a large extent of their political pap—frustrated the effort before it had been fairly commenced. And thus this monumental system of imposition and deception is perpetuated in the interests of politicians whose only object in maintaining it is to fatten on the spoils which it enables them to extort from policyholders.

POLICIES IN LONG PRIMER.

Early in February the Virginia legislature passed a law requiring insurance companies doing business in that state to print the conditions in their policies in long primer type, or write the same in ink. Without expunging some of the conditions and condensing the phraseology used in defining the conditions retained, compliance with this law would be impossible, unless the companies increased the size of the form of policy in general use to the dimensions of a horse blanket. Without legal or other compulsion, the Citizens' and the Star fire insurance companies, of New York, have during the year simplified and printed in large type the conditions of their dwelling-house policies. The simplification of the conditions in the form of policy used in mercantile and specially hazardous risks is being considered by a committee of the New York Board of Underwriters.

USEFUL LEGISLATION.

During the closing days of February a bill was introduced in the New York legislature to enable the stockholders of fire insurance companies to transfer their stock in one company into another. This bill subsequently became a law, and the stockholders of four New York companies availed themselves of it. Under it the Gebhard was merged in the Star, and the Resolute amalgamated with the New York City.

OBNOXIOUS LEGISLATION.

Simultaneous with the introduction of the amalgamation law a bill was presented in the New York legislature which, as a specimen of wanton legislative interference with private rights, was never surpassed in the history of state supervision. This bill contained sixteen clauses, each one of which was heavily laden with audacious and wholly unnecessary demands for information, to supply which would occupy for many months each year the entire clerical force of the life insurance companies doing business in the state. The bill was finally killed, and the ambitious statesman—Assemblyman Hepburn—who was its sponsor shared the odium attaching to its birth and death.

LIFE ASSOCIATION OF AMERICA.

After a protracted series of persecutions, or unjust prosecutions, the Life Association of America, on the 29th of February, was declared by the insurance superintendent of Missouri to be not only solvent but that, on a 4½ per cent. basis of reserve, it had a surplus of $119,000. Continuous litigation, however, had already seriously impaired the company's popularity, and it is still, unfortunately, laboring under this disadvantage.

CONTINENTAL (FIRE) INSURANCE COMPANY.

On the 4th of March a noteworthy event occurred in the history of the Continental insurance company, of New York. On that day the first quarter of a century since the incorporation of the company was completed. The occasion was one of cheer and good hope to not only those immediately connected with the company, but to all who are identified with the best interests of sound underwriting.

HOME INSURANCE COMPANY.

On April the 12th the Home insurance company, of New York, celebrated its twenty-fifth anniversary. The substantial successes which crowned the career of this company on the completion of its twenty-fifth year prove beyond question the advantages of competent and conscientious management. The company had had its share of "good luck" and "bad luck," and the credulous votaries of "chance" had had ample opportunies to test their theories. But in looking over the Home's quarter-of-a-century record practical business men, not finding therein evidence that its progress was depending at any time upon "chance," will decide that it was enterprise, directed by wisdom, that had triumphed and was rewarded.

CHARTER OAK LIFE INSURANCE COMPANY.

Wrecked by an incompetent, if not a dishonest, management the Charter Oak Life insurance company had reached the verge of irrevocable dissolution when its policyholders came to the rescue and secured direct control of its affairs. On the 18th of April it was organized under a new charter on a mutual basis, and it began a new life. By wise counsel and honest endeavor this company may soon regain the proud position it held in the confidence of the public.

NATIONAL BOARD.

The twelfth annual meeting of the semi-defunct National Board of Fire Underwriters was held on the 24th of April. The president delivered an address which partially aroused the institution from its lethargy. A resolution was passed directing the issuance

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of a circular letter to elicit the opinion of stock fire insurance companies on the question of establishing an uniform tariff of rates. The appeal went forth and in due season brought forth responses which were not of a character that would warrant an attempt being made to restore to the board its rate-making function. Thus the "one for all, and all for one" ray of hope was again dispelled, and the National Board once more resumed its quiet slumbers. The companies represented in the board, however, continued to vie with the non-board companies in making war upon their neighbors and upon themselves. And so the inevitably ruinous fight goes insanely on.

UNDERWRITERS' ASSOCIATION OF THE SOUTH.

That eminently useful and practical organization, the Underwriters' Association of the South, held its seventh annual convention in Mobile, Ala., on the 24th and 25th of April. While individually and collectively interested in the action or inaction of the National Board, the members of the Underwriters' Association of the South continue to improve the usefulness and increase the influence of their association. One action alone—that of encouraging and supporting the organization of state boards of underwriters—which was taken by this association is more than sufficient to gain for it the approval of all who desire to see the best interests of the profession developed and maintained.

THREE-FOURTHS CLAUSE RECOMMENDED.

The Galveston, Texas, Board of Underwriters having proposed, subject to the approval of the companies represented in the board, to insert in all policies the three-fourths value clause, a committee representing a number of prominent merchants and other property owners was appointed to consider and report on the matter. This committee recommended the adoption of the clause in certain cases; but owing to the objections offered by some merchants, together with the disfavor with which some of the companies regarded it, the clause was not generally adopted.

BENJAMIN NOYES.

The trial of Benjamin Noyes for conspiracy to defraud the policyholders of the New Jersey Mutual Life insurance company was commenced in the court of Oyer and Terminer, of Newark, N. J., on May 8th, and concluded June 1st. He was found guilty and sentenced to eighteen months imprisonment at hard labor in the state prison, and to stand committed until the costs, some $1,500, were paid. This was a great victory for justice, and the more especially because Noyes, being an artful as well as an audacious knave, resorted to every possible legal quibble and strategy to defeat the law which he had hitherto defied. That the disreputable practices of this man injured the business of life insurance cannot be denied. His conviction, therefore, brings encouragement, because from it other men who may be tempted to engage in similar practices will be apt to take wholesome warning.

COMMERCE FIRE INSURANCE COMPANY.

This company having found that commerce in fire insurance was far from being profitable, its stockholders very sensibly resolved to seek other avenues of trade in which to invest their capital.

INLAND MARINE UNDERWRITING.

On May 10th the Chicago Local Board of Marine Underwriters decided to give its members liberty "to write at any figures they please." And the members did as they pleased, squandered the money of their stockholders—as did most of the companies engaged in inland marine insurance during the year—in foolishly competing for unprofitable business. Combinations to make and maintain tariffs were as frequently formed as they were speedily dissolved, and the rates were more changeable than the winds that sweep lake Michigan.

PROTECTION LIFE INSURANCE COMPANY, OF CHICAGO.

This concern, whose name was as false as the practices of its managers were fraudulent, secured repeated notices in the criminal records of Chicago during the year. Indictments and motions to quash the same, and motions to quash motions, and quash any and everything that would help to secure the conviction of the men by whom this "coöperative" system of rascality was prosecuted were made day after day for many months. At last a stage which was called a trial, but which was nothing else than a disgusting farce, was reached in the proceedings, and outraged justice was still further spurned and outraged by the acquittal of the notorious offenders.

IN MEMORIAM—EDGAR A. HEWITT.

On the 6th of June, the first anniversary of the burial of Edgar A. Hewitt, his brother editors of the insurance press unveiled, with singularly appropriate and interesting ceremonies, a monument erected by them in Cedar Grove Cemetery, New London, Conn., "in commemoration of his genius and his work."

AMERICAN MUTUAL LIFE AND TRUST AND THE NATIONAL LIFE INSURANCE COMPANIES.

After a prolonged legal struggle Insurance Commissioner Stedman, of Connecticut, succeeded on June 29th in placing the remains of the American Mutual Life and Trust and the National Life insurance companies in the hands of a receiver. These companies had been bled to death by the notorious Ben. Noyes, and it was meet that their interment should take place at the instance of state supervision.

FRAUDS ON LIFE COMPANIES.

Among the many efforts that have been attempted to defraud life insurance companies, there is not one on record which was more diabolical than that of Benjamin Hunter. This fiend induced an unoffending man, to whom and to whose family he professed to be most friendly, to insure his life for $26,000 for his (Hunter's) benefit. But one quarterly premium was paid when Hunter employed a wretched creature to assist him in the murder of the insured; and after accomplishing his purpose presented in hot haste a claim for the insurance to the companies. His design to recover the insurance was frustrated, however, and he now awaits the execution of capital punishment under which he stands sentenced. From this case, and from others less notorious which space will not permit reference to, a notion will be obtained of some of the horrible schemes resorted to by designing men to defraud life insurance companies; and in exposing and resisting such schemes all good men should assist and not retard, as is too often the case, the companies.

STATE BOARD MOVEMENT.

Before July marked progress was made in the work of establishing and reorganizing state boards of fire underwriters. The movement grew apace in the south under the fostering influence of the Southern Underwriters' Association. South Carolina, Georgia, Alabama, Tennessee and Texas had each an organization; and conferences, at which useful information was gathered and diffused, were held. Nothing was wanting to quicken the movement into life; but that which was wanted to sustain it, and which was not supplied, was the unequivocal support of the companies.

The *formation* of the boards was accomplished; constitutions and by-laws were adopted, rules and regulations were provided,

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but the *power* to legislate was, and still is, absent. Until the companies representing this power openly sanction and practically sustain state boards, these organizations, while productive of advantages to their members, cannot stem the tide of demoralization or avert the impending ruin of the business.

FIRE INSURANCE COMPANIES OF NEW YORK STATE.

The condition of the New York joint-stock fire insurance companies on the 30th of June was made public by the insurance superintendent before the close of July. The condition of many of the companies then exhibited was far from being satisfactory. During the previous six months thirty-five companies succeeded in expending more money than they received; and three companies succeeded in not only expending all of their income and surplus, but also made drafts upon their capital. The annual statements of the companies which performed these remarkable financial feats are anxiously looked for. How these and other companies have weathered the storm during the past six months is a mystery which will be soon solved.

FIRE INSURANCE COMPANIES OF STATES OTHER THAN NEW YORK, AND FOREIGN COUNTRIES.

Of the seventy-six fire insurance companies of other states doing business in New York thirty managed to reduce their surplus during the six months ending June 30th. The remaining forty-six companies increased in the aggregate their surplus about $713,000. The Roger Williams insurance company, of Rhode Island, was inflicted with an impairment of capital. Of the eighteen foreign companies only one failed in the American branch of their business to keep total expenditures within total income.

APOSTLES OF STATE SUPERVISION ASSEMBLED.

There is one thing that the apostles of state supervision do with faultless regularity, and that is the performance of their annual farce. However negligent they may be in discharging their less important duties they never fail to "turn up" once a year and exhibit themselves to an unappreciating public. This year the exhibition was held in Providence, R. I. The only addition that was made to the accessories was a bounteous supply of clams. The several parts—not of the clams, but in the farce—were rehearsed with the usual solemnity; and the only laugh that enlivened the performance was created by a fervent allusion to the mission of the insurance press, and for this the citizens of New Hampshire may be thanked.

OHIO LIFE UNDERWRITERS' ASSOCIATION.

The annual meeting of the Life Underwriters' Association of Ohio was held in Put-in-Bay on August 20th. The proceedings covered the usual interesting ground.

FIRE UNDERWRITERS' ASSOCIATION OF THE NORTHWEST.

The ninth annual meeting of this admirable organization was held in Chicago on the 19th and 20th of September. The same sound sense which characterized previous meetings of the association prevailed. The large attendance of members, the value of the papers read and presented, the ability shown and the interest taken in the various discussions, demonstrated anew the vitality and usefulness of the association. Among the many important subjects treated and discussed at the meeting was that one upon which the National Board had gone to pieces—the question of rates. But a somewhat different view of the question from that taken by some of the members of the National Board was presented. It was well and successfully contended that the question of the hour for underwriters is not, after all, so much a question of rates, but a question which involves many other features of management that have been, and still are, overlooked by underwriters. A closer study of these features would lead to less lamentations over the question of rates. Among the resolutions passed at the meeting was one pledging the members to render every assistance in their power toward accomplishing the ends sought by the various state associations of local agents.

MUTUAL LIFE INSURANCE COMPANY.

In a "confidential circular" dated September 19, and addressed to its agents, the Mutual Life insurance company announced that it had decided to make a reduction on the first two annual premiums received for new policies. This announcement was a genuine surprise, from which the old policyholders and the public have not yet recovered.

LANCASTER INSURANCE COMPANY.

Early in October the Lancaster insurance company, of Lancaster, Pa., resolved to wind up its affairs and retire from business. In assigning a reason for the retirement of the company the officers manifested a sound appreciation of the situation when they said: "Competition is such as to make the business no longer profitable to the insurer or safe to the insured."

FOR THE PROTECTION OF LIFE COMPANIES.

Several prominent life insurance officials met in New York city on the 17th of October, and appointed a committee to devise a plan whereby the companies could inform one another as to rejected applications, proofs of claims and the removal for cause of agents. The adoption and observance of a plan similar to that indicated would materially aid in protecting the companies against deception and fraud.

CAPITAL CITY INSURANCE COMPANY.

Before the close of October the stockholders of another fire insurance company—the Capital City, of Albany—resolved to retire from business. The often repeated reason assigned for the retirement of other companies—failure to realize profit—was also used in the case of this company, which decided to wind up its affairs while it was able to honorably discharge all of its liabilities.

EMPIRE FIRE INSURANCE COMPANY.

The Empire Fire insurance company, of Wheaton, Ill., after earning an unenviable reputation, went into liquidation on the 23d of October.

UNIVERSAL LIFE INSURANCE COMPANY.

The scaling process adopted to reduce the policy liability of the Universal Life insurance company having succeeded so far as to render the company not only absolutely but technically solvent, the New York supreme court on the 29th of October issued an order authorizing the company to resume the transaction of business.

PRODUCE EXCHANGE INSURANCE COMPANY, OF NEW YORK.

This company resolved on the 8th of November to retire from the fire insurance field. Its risks were reinsured in the Safeguard Fire insurance company, of New York. The company's career, though brief, was sufficiently long to convince the stockholders that their capital was not profitably invested.

PHENIX INSURANCE COMPANY, OF NEWARK.

This weak concern shuffled out of existence on December 15th, and about the same time the

FIDELITY FIRE INSURANCE COMPANY,

of Delphos, Ohio, was similarly engaged. The risks of the latter company were reinsured in the Fireman's Fund insurance company, of California.

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REMEDIES FOR DEMORALIZATION.

In September the New York Board of Fire Underwriters appointed a committee to inquire into the causes, and report what action in their opinion should be taken to remedy the demoralized condition of the fire insurance business. After three months' inquiry and deliberation this committee presented their report. The most prominent unavoidable causes, in the opinion of the committee, are: The depression of all kinds of business, the shrinkage of values, and increase of capital in competition for a diminished volume of business. The committee say the principal avoidable causes are: The failure to sustain an uniform tariff of rates, the allowance of rebate to the assured, and the payment of excessive commissions to brokers. The remedies suggested by the committee are: The establishment of "an uniform tariff of net rates, without rebate or deduction to the assured, and a restriction of the rate of commissions to brokers."

If companies continue retiring from the business at a rate similar to that of the past two years, and if capitalists continue to regard with disfavor and distrust fire insurance stocks, one of the alleged unavoidable causes—increase of capital in competition for a diminished volume of business—will soon disappear. The avoidable causes noticed by the committee undoubtedly exist, and the statements of many companies at the close of this year will bear irrefutable testimony that to save themselves from utter annihilation a remedy must be applied.

In this hasty review we have been compelled to omit noticing many important events, including the introduction in several states of new insurance laws, and the interpretation by the courts of existing laws. But our aim was chiefly to induce our readers to glance at some of the prominent events of the year, so that each one could learn and apply a useful lesson.

THE LESSON

which the managers of fire insurance companies ought to learn from the events of the year is obvious. They must see in the failure of so many companies that unless they avoid the shoals and quicksands wreck and ruin will inevitably befall the companies whose continued existence depends solely upon wise and faithful management. To the life insurance companies, also, the year's events present a wholesome warning. The managers of these institutions cannot fail to see the necessity, which is now more urgent than ever, of avoiding the pitfalls in which many companies have been buried with dishonor. In the new year life insurance will be greeted by prospects of better and more enduring business than ever. Let life insurance be wholly free from the practices which brought it temporarily into disrepute, and the year 1879 will be one of the most, if not *the* most, prosperous in the history of its beneficent mission.

Demoralization and its Causes—A Remedy Suggested.

The committee appointed by the New York Board of Fire Underwriters in September last to inquire into the causes of the demoralized condition of the fire insurance business, presented on the 17th inst. the following report:

To the New York Board of Fire Underwriters:

On the 18th of September, 1878, the following resolution was adopted by the board:

Resolved, That a special committee of nine be appointed to inquire into the causes, and in their opinion what action should be taken, to remedy the present demoralized condition of the business of fire insurance in this city and vicinity, and to report to the board at an early day as practicable.

In accordance with this resolution the undersigned were appointed as the special committee under its provisions, and they beg to make the following report.

Your committee have devoted much time and consideration to the inquiry as to the causes of the present demoralized condition of the insurance business in this city and vicinity.

They find the causes, both avoidable and unavoidable, so numerous that it would take much time, and perhaps lead to no good results, to recapitulate them all at this time; without, therefore, attempting to go into the minute details of either of these two causes, they have endeavored to consider only those of general application and importance.

Of the unavoidable causes they deem the following to be the most prominent:

The depression which has characterized all kinds of business for several years; the shrinkage of values, thus reducing the volume of insurance needed; and the increase of capital in competition for this diminished volume of business. Any hopes for a change in these conditions must be based upon a return of general business prosperity and the revival of the trade and commerce of the country.

In the opinion of your committee the principal avoidable causes are the following:

The failure to sustain an uniform tariff of rates, the allowance of rebate to the assured, and the payment of excessive commissions to brokers. Without further enumeration of minor causes, and admitting the consideration given those already named, that their influence is injurious to the business of fire insurance and that they are avoidable, then the remedies for them naturally suggest themselves, and they are the establishment of an uniform tariff of net rates, without rebate or deduction to the assured, and a restriction of the rate of commissions to brokers.

If, by the consent of all the companies and agencies, an agreement could be had on these points, it would, in the opinion of your committee, go far towards saving the business from that destruction to which the present uncontrolled competition inevitably tends.

Of course, your committee are aware of the difficulties in the way of such an agreement, and of forming and enforcing the rules necessary to carry it into successful operation; but, in their opinion, these obstacles are not insurmountable. It must be obvious, in the first place, that in any plan agreed upon perfect comity must be maintained toward each other by all classes of companies. If companies doing an agency business agree to and do sustain local rates in this city, the local companies, which have no agencies but which take risks in other cities over their own counters, must sustain the local tariffs of the places where the risks are located.

Agency companies and foreign companies cannot be expected to respect our local tariff here, unless our local companies are equally willing to respect the tariffs of other places.

Again, companies which have adhered to the system of rebate to the assured, have a right to demand that the abolition of that system shall be accompanied by a lower rate of commission to brokers; not only as a precaution against the pernicious habit of a division with the assured of the broker's commission, but as an evidence to the assured of an honest effort on the part of the companies to reduce this expense of the business.

Under the scope of the resolution referred to them, your committee can only suggest remedies; they are not authorized or directed to submit any definite plan, nor would the board under its by-laws be capable of adopting any if submitted.

But following the line of consideration already taken, and keeping within its proper province and authority, your committee feel that they can consistently recommend the organization of a tariff association, as provided by the by-laws of the board, leaving it for the companies voluntarily to fill up the organization as their interests or inclinations prompt them; we can only expect such an organization to be cohesive when bound together by the enlightened self-interest of its members. Sentiment will not do it; concessions must be made on all sides, which, perhaps, will only be made under the pressure of dire necessity, and after it is apparent that prejudices, methods and systems must all be laid on the altar of self-preservation.

We do, therefore, recommend that the members of the board take the necessary action to form a tariff association, place upon the clerk's table the proposition to form such association, let the

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companies voluntarily and unanimously come forward and sign it, and then if they agree upon a plan of action, the remedy for the present demoralization will be in their own hands.

Fears that such an organization may bind those who are faithful to its rules, without holding a proper check on those who are not, are groundless, as, in the light of past experience, we hold it to be self-evident that no action will be undertaken that does not meet with the unanimous approval and support of its members.

Your committee have refrained from going into details in this recommendation, holding that the tariff association, if formed, should be free to adopt such measures as in the judgment of its members would be likely to prove most practicable and efficient.

All of which is respectfully submitted.

JOHN D. COCKS, *Chairman*,
GEO. M. COIT, *Secretary*,
EDMUND DRIGGS,
E. W. CROWELL,
J. H. PINKNEY,
E. H. WALTON,
JNO. W. MURRAY,
SAM'L E. BELCHER,
T. F. JEREMIAH.

Fire Insurance Rates in 1828.

The following schedule of rates and classification of hazards were embodied in a report submitted by a committee appointed for that purpose to the New York Board of Underwriters in April, 1828. The antiquity of the document affords opportunity for a comparison that will be interesting, if not of practical value, to the underwriters of the present day:

The Committee to whom the revision of the Rates of Insurance was submitted beg leave to report:

That they have deemed it inexpedient to alter any of the original rates of premium, but merely to define the classes of hazards in a more explicit manner than they are now understood by the several insurance companies, and therefore propose the following definition of said classes:

First Class.—Buildings of brick or stone, covered with tile, slate, or metal; the doors and window shutters of solid iron; gutters and cornices of brick, stone, or metal; party walls above the roof..... 22 cents.
Second Class.—Buildings of brick or stone, covered with tile, slate, or metal; party walls above the roof..... 25 "
Third Class.—Buildings of brick or stone; roofs three-fifths of tile, slate, or metal, the rest shingled; party walls above the roof..... 30 "
Fourth Class.—Buildings of brick or stone, covered with wood; party walls above the roof..... 37½ "
Fifth Class.—Buildings of frame, filled in with brick to the peak; front of brick..... 50 "
Sixth Class.—Frame buildings, filled in with brick to the peak; or with brick front filled in to the plate..... 62½ "
Seventh Class.—Frame buildings, filled in with brick to the plate; or with hollow walls and brick front..... 70 "
Eighth Class.—Buildings entirely of wood..... 75 "

They also propose the following additions to the rates of premium on buildings which do not reach the standard of the defined class; and in illustration of this proposition they present a table which at one view exhibits all the additions to which each class may be subject, except in the case of the third additional premium, where party walls are not filled in with brick, which adds five cents to the 2d, 3d, and 4th classes of hazard:

ADDITIONS TO BUILDINGS IN CERTAIN CASES.

1. If the party walls are within the roof..... 3 cents per $100.
2. If the walls or ceilings of any of the stories are lined with wood..... 3 " "
3. If the party walls are of studs, filled in with brick..... 5 " "
   not filled in with brick..... 10 " "
5. If occupied as stores or shops, and having two or more tenants..... 5 " "

CLASSES OF HAZARD, WITH STATED AND SPECIAL PREMIUMS.

Class.	1	2	3	4	5	6	7	8
Yearly Rates.	22	25	30	37½	50	62½	70	75
1st. Additional premium for party walls below the roof.....	..	3	3	3	..	..	..	..
2d. Additional premium for wood lining or ceiling in stores.....	3	3	3	3	3	3	..	..
3d. Additional premium for party walls of studs filled in with brick.....	..	5	5	5	..	..	..	..
if not filled in, 10 cents.....								
4th. Additional premium for stores or shops occupied by more than one tenant.....	5	5	5	5	5	5	5	5
	30	41	46	53½	58	70½	75	80

In the above table the committee have not specified an additional premium on brick buildings with external and partition walls only one brick, or eight inches, thick; but they are unanimously of opinion an additional charge of five cents would be highly proper, and ought to be made.

They likewise recommend the following specific rates, in addition to the class of hazard in which the buildings occupied by the several professions may be rated:

On houses building or repairing.....	50	cents	per $100.
On carpenters' and joiners' shops.....	100	"	"
On cabinet-makers' stock.....	25	"	"
On cabinet-makers' workshops.....	100	"	"
On chair-makers' workshops.....	50	"	"
On musical instrument-makers' stock.....	25	"	"
On musical instrument manufactories.....	100	"	"
On ship-chandlers.....	25	"	"
On tallow-chandlers.....	50	"	"
On block-makers.....	12½	"	"

In conclusion, the acting committee beg to state that they will hereafter report on the other matters submitted to them; and that as respects the present report, Messrs. Rankin and Lord, having from indisposition excused themselves from attending, have had no agency in forming this arrangement.

All which is respectfully submitted,

JAMES SWORDS,
JOHN T. CHAMPLIN,
RENSSELAER HAVENS,
April 16, 1828. JOHN L. BOWNE.

Law Reports.

NOTES ON INSURANCE CASES.

—A demurrer to the special pleas in the case of Sands *v.* the German-American insurance company was argued before Judge Blodgett, of the United States circuit court, in Chicago, on the 4th inst. In a certain policy of insurance was contained a clause requiring the policyholder to swear out a proof of loss before the "nearest" notary. The defence attempted to show that this stipulation had not been carried out, but the court held that this was not required, it alone being necessary that the proof should be made out before some notary in the vicinity of the fire.

—The supreme court of Indiana holds, in the case of the Citizens' Fire and Marine insurance company *v.* Robert Short: 1. When a policy of insurance contains the stipulation that if there is an over-valuation of the property insured the policy shall be void, the mere over-valuation is not necessarily fraudulent, but may be the result of a mistake. The mere over-valuation of insured property would not avoid the policy unless it was fraudulently done. Such over-valuation is evidence, but not conclusive, of fraud. (2 Otto, 516.) 2. A technical objection to an instruction must be formally and technically sustained by the record or it will not be favorably considered by this court; and where written instructions are asked, and it is objected that the court read extracts from a text book and legal periodical, if the record does not show the contrary we will presume that such extracts were transcribed into the written instructions. 3. An impeached witness is competent to testify against another witness in an attempt to impeach such other witness. The fact that he has been impeached goes only to his credibility and does not affect his competency.

—The Missouri court of appeals has held, in the case of Boogher against Maryland Life insurance company, of Baltimore, appellant, as follows: 1. Admission in the pleadings that plaintiff was hired by defendant as its general agent in St. Louis, and employed by defendant in that capacity for seven months, does not imply that there was a special contract for a year. The time for which he was hired, and the question of the power to discharge, are still open. And, where plaintiff was hired by a special agent with limited powers, the burthen is on plaintiff to show the special contract, and the authority of the agent to make it. 2. The issue as to the authority of the special agent to employ general agents for a year could not be affected by testimony as to a custom of employing general agents of insurance companies. Evidence of a custom to employ such agents for one year and more was erroneously admitted against the objections of defendant. 3. The con-

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struction of the by-laws of a corporation is for the court, not for the jury. 4. Evidence of a recognition of plaintiff by defendant as its general agent did not tend to prove that he was employed by the year or for a year. Reversed and remanded. Opinion by Hayden, J.

—In the case of the Connecticut Mutual Life insurance company *v.* Tyler and others, says the Chicago *Tribune* of the 18th inst., a somewhat novel point was raised on a motion for a personal decree of deficiency against the defendants. It seems that some years ago Shepard, one of the defendants, owned a lot on Dearborn street, which he mortgaged to the company. Pickett & Drysdale owned another lot nearly adjoining, on which he also gave a mortgage to the company to secure a loan. Tyler, another defendant, subsequently bought these lots, with two others adjoining, and then mortgaged the whole four to the insurance company, subject to the first mortgages. The company afterward foreclosed the second, or Tyler, mortgage. The Shepard lot was bid in by the company for some $8,000 less than the incumbrance on it. The Tyler lot was bid in for more than the incumbrance, and the other lots were bought at a sum which left a large deficiency on the Tyler mortgage. The company then asked for a personal decree against Shepard and Tyler for this deficiency. This was resisted on the ground that there was a novation made by the parties, because Tyler purchased the property subject to the mortgages and agreed to pay them off, and that when his mortgage was made there was a recognition of the two mortgages already made.

Judge Drummond said it seemed clear that the company was entitled to a money decree. There was nothing to show that the company ever released Shepard from his mortgage, and there could not be a novation unless there was a release of his obligation and some other person substituted for the payment of what was due by him. There was nothing to show that the company agreed to look to Tyler for the payment of the Shepard mortgage. Consequently one of the main elements of a novation was wanting in the case. The property having been sold for less than the amount of the due, the company was clearly entitled to a personal decree against Mr. Shepard, and also against Mr. Tyler. The ninety-second rule, under which the motion was made, authorized a personal decree against the mortgagor for the balance due above the price paid on the sale of the property in a foreclosure case. Consequently, under the facts, the plaintiff was entitled to a personal decree against both Shepard and Tyler.

Fractional Currency.

—With characteristic courage the *Monitor* presents the following paragraph to its readers:

Marvel of marvels! There is a president of a company in this city who gives most of his time to the office, and yet receives no salary whatever. The company is not exactly a benevolent institution, but its president evidently gives his time to it on the principle of helping the poor. He has this consolation, if it be of any service to him—he has a monopoly of that kind of service, and no imitators in the business; our city presidents are not that sort of men!

As the compensation received by Frederick S. Winston for his services as president of the Mutual Life insurance company is not technically a fixed salary, the "marvel of marvels," to which the *Monitor* with its wonted candor alludes, may be inferred. Now, the amount of Mr. Winston's compensation has been invariably voted to him by the board of trustees, and it does not, we believe, exceed $30,000 per annum. But whatever shape or name is given to Mr. Winston's compensation, no one who is competent to judge, and honest enough to acknowledge the value of the services rendered by that gentleman to the policyholders of the Mutual Life, will attempt to assert that he has been overpaid.

—A suit has been begun in the New York supreme court by Charles B. Hartwell against John P. O'Neil, as receiver of the Continental Life insurance company, of this city. The allegations of the complaint are that the plaintiff insured his life in the Continental insurance company on the 24th of June, 1874, for $5,000; that Judge Westbrook, at Kingston, N. Y., on the 31st day of March, 1877, appointed John P. O'Neil as receiver of said corporation, and directed him to wind up and settle the affairs of the company; that premiums to the amount of $3,700 have been paid on the policy, which is now a paid up policy for $5,000, and the reserve on this amount exceeds $2,000 according to the New York state valuation. The claim of the plaintiff is that paid up policies are entitled to have the reserve returned to them in full in priority to any other class of payments. The case came up before Judge Daniels, in the supreme court, chambers, for the appointment of a referee, but was withdrawn on the suggestion of the court that the minor children of plaintiff should be represented by a guardian *ad litem*.

—George K. McGunnegle, who was president of the late St. Louis insurance company from the date of its organization in 1837 until 1873—thirty-six years—died on the 12th inst., aged 78. Mr. McGunnegle was one of the pioneers of St. Louis, where he resided since 1825. He was for many years a prominent and successful merchant. He was also identified with the first telegraph line built from Louisville to St. Louis, being president of the company which carried out that enterprise.

—A. T. Smith, general agent at Chicago of the Fairfield Fire insurance company, of South Norwalk, Conn., has secured the further appointment of general agent of the New York City insurance company.

—The National Board of Fire Underwriters has offered a reward for the detection, conviction and punishment of the incendiaries in the following cases:

Date of Fire.	Am't of Reward.	Property Destroyed.	Where Located.
Dec. 9.....	$150	150 Lisbon street, store, fancy goods and patent medicines.	Lewiston, Maine.
Jan. 7, 1877...	250	Frame hotel of Catherine Myer.	Farly Junction, Ia.
Dec. 10.....	250	Livery stable of Anthony Stewart.	Newport, R. I.

—Hale Kingsley has been appointed referee by Justice Westbrook, of the New York supreme court, to inquire into the validity of the claims of the policyholders of the defunct Excelsior Life insurance company.

—We are indebted to Israel Putnam, general agent Columbus Insurance and Banking company, Columbus, Miss., for a report of the losses by the recent large fire at Macon, same state.

—A true bill has been found by the grand jury of Cape May (N. J.) county against Samuel R. Ludlam, who is charged with setting fire to his hotel, the Ocean House, and thus causing the large conflagration of the 9th ult. The grounds upon which the indictment was found are that Ludlam fails to account for one half hour of his time on the morning of the fire, that his hands were noticed to be sooty, and that burning oil was smelt by persons around the Ocean House at the breaking out of the fire. The trial will take place at the March term of the Cape May court.

—The *Insurance World* thus airs its profound wisdom:

THE CHRONICLE's monthly report of fires is of some value to insurers, but could that journal or our state statistics give us the amount of loss by fire, itemized in the different classes of hazard on insured property compared with the amount of property insured, and at the same time give us the amount of loss on property not insured, compared with the amount of property insured, we would have better data by which to compute the amount of moral hazard.

Could our contemporary acquire that which every intelligent man ought to possess—common sense—he "would have better data by which to compute" the disadvantage under which he now labors.

—The following announcement has been made in Sydney, Australia, by the Liverpool and London and Globe insurance company, the Norwich Union Fire insurance company, and the London and Lancashire Fire insurance company:

Important notice to property owners. Fire insurance at eighteen pence per cent. The extreme competition in rates having rendered it impossible to quote premiums that may be termed current, the undersigned offices beg to notify to the public that they have adopted for first-class dwellings, within the city and suburbs, the minimum rate now ruling in England, viz., one shilling and sixpence per cent. Churches and schoolhouses constructed as above will be insured on same terms.

It would seem from this intimation that our antipodean relatives are endeavoring to emulate their American cousins.

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FIRES DURING THE MONTH OF NOVEMBER, 1878.

Day of Month.	UNITED STATES. Total Losses.	Total Losses to Ins. Cos.	Losses by Specials.	Losses to Ins. Cos. by Specials	CANADA. Total Losses.	Total Losses to Ins. Cos.	Losses by Specials.	L'sses to Ins. Cos. by Specials.	Day of Month.
1.....	$212,100	$137,600	$140,600	$115,000	$12,500	$6,300	$8,500	$4,900	 1
2.....	110,000	61,500	57,000	32,100	24,800	9,500	24,000	9,000	 2
3.....	375,100	223,300	297,100	182,100	9,500	7,300	8,000	7,000	 3
4.....	229,400	181,700	183,600	152,000	13,000	5,500	7,500	3,000	 4
5.....	184,300	108,100	91,600	44,900	11,400	6,100	7,500	3,400	 5
6.....	227,200	129,700	119,500	77,100	6,100	2,900	....	....	 6
7.....	102,700	71,300	63,700	46,500	28,000	7,800	24,000	6,000	 7
8.....	78,700	45,500	37,200	18,100	3,400	1,500	....	....	 8
9.....	706,600	503,700	573,000	436,300	4,400	2,500	500	500	 9
10.....	142,400	74,300	90,600	74,300	12,700	7,100	10,000	6,000	10
11.....	57,500	40,600	29,300	21,700	14,900	9,300	12,000	8,000	11
12.....	174,200	94,200	148,600	83,500	13,100	7,500	10,000	6,000	12
13.....	117,100	58,400	78,700	38,500	91,000	60,000	85,000	57,000	13
14.....	169,400	106,700	119,200	72,000	6,900	2,600	3,500	1,600	14
15.....	401,000	143,600	307,700	100,600	12,400	2,400	1,900	1,900	15
16.....	249,100	131,200	166,400	91,200	4,700	3,300	3,000	2,500	16
17	93,400	58,900	57,500	36,700	32,900	18,500	30,000	18,000	17
18.....	81,300	43,900	37,800	18,800	28,000	17,900	3,000	1,900	18
19.....	212,800	134,200	141,400	75,500	15,800	11,300	6,500	3,900	19
20.....	113,700	52,200	55,200	27,500	10,100	6,000	3,700	2,600	20
21.....	246,900	151,600	142,900	91,400	30.200	22,100	24,500	18,100	21
22.....	82,700	43,900	28,300	15,700	10,200	5,800	....	....	22
23.....	192,500	137,200	149,900	113,400	7,900	5,500	4,900	4,000	23
24.....	64,500	37,200	33,100	17,700	11,800	6,700	10,000	6,000	24
25.....	140,200	94,100	100,800	67,300	2,300	1,100	....	....	25
26.....	183,300	97,700	162,000	89,100	7,200	5,700	3,500	2,700	26
27.....	333,900	203,700	255,200	151,000	4,300	2,300	....	....	 27
28.....	142,800	81,300	81,100	46,900	11,800	5,200	9,100	4,200	28
29.....	284,500	190,500	226,300	160,200	3,900	1,700	....	....	29
30.....	153,500	58,100	125,800	89,800	7,100	4,000	4,000	2,500	30
.....	....	....	....	....	....	....	....	....	.....
Totals ..	$5,862,800	$3,495,900	$4,101,100	$2,536,900	$452,300	$255,400	$304,600	$180,700	

LOSSES BY STATES AND TERRITORIES.

(Included in the above General Statement.)

States and Territories.	Total Losses.	Total Losses to Ins. Cos.	Losses by Specials.	Losses to Ins. Cos. by Specials.	States and Territories.	Total Losses.	Total Losses to Ins. Cos.	Losses by Specials.	Losses to Ins. Cos. by Specials.
Alabama.....	$25,400	$9,800	$8,600	$3,000	Missouri.....	$133,800	$82,100	$75,600	$49,700
California.....	156,900	80,400	98,600	43,600	Nebraska.....	2,000	2,000	....	....
Colorado.....	35,000	9,700	6,000	2,700	Nevada	26,500	11,000	19,600	9,500
Connecticut.....	293,200	219,700	260,100	203,400	North Carolina..	33.300	17,100	11,900	7,100
Dakotah Territ'y	54,400	20,500	37,500	19,000	New Hampshire.	119,100	101,800	77,500	74,500
Delaware.....	2,400	1,900	....	....	New Jersey.....	497,100	304,800	385,300	252,200
Dis't of Columbia	3,000	800	2,500	700	New York... ..	1,027,100	694,600	698,100	532,700
Florida	20,500	7,900	14,900	6,400	Ohio.....	250,700	137,500	190,100	94,200
Georgia.....	116,700	43,400	41,100	17,200	Oregon.....	32,400	13,200	15,300	1,800
Illinois.....	254,800	132,100	161,500	78,600	Pennsylvania ...	601,500	395,500	490,200	325,600
Indiana	137,700	23,400	85,300	11,500	Rhode Island....	11,500	7,200	6,000	3,200
Iowa	92,600	58,700	83,200	54,300	South Carolina..	54,100	19,300	34,500	7,300
Kansas.....	44,400	4,000	36,900	1,400	Tennessee	40,500	21,900	38,500	21,400
Kentucky.....	58,300	27,400	17,000	10,200	Texas.....	284,400	110,400	135,500	58,600
Louisiana.....	34,000	21,600	22,600	13,900	Utah Territory..	12,800	5,000	12,500	5,000
Maine.....	118,300	72,400	46,500	23,300	Vermont.....	37,700	24,700	20,700	12,600
Maryland.....	90,000	48,700	70,600	40,600	Virginia.....	265,300	126,900	249,300	117,700
Massachusetts...	348,600	272,800	219,200	186,100	West Virginia...	27,000	7,000	27,000	7,000
Michigan.....	200,500	132,700	157,000	100,100	Wisconsin.....	259,900	153,400	155,400	80,400
Minnesota.....	98,700	68,200	85,300	58,900					
Mississippi.....	10,700	4,400	3,700	1,500	Totals.....	$5,862,800	$3,495,900	$4,101,100	$2,536,900

RECAPITULATION.

NOVEMBER.	1878.	1877.	1876.
Aggregate losses.....	$6,315,100	$7,216,000	$5,061,100
" " to insurance companies.....	3,751,300	4,845,100	2,596,100
" " by specials.....	4,405,700	5,081,500	3,583,600
" " to insurance companies by specials.....	2,717,600	3,315,800	1,815,700
Number of fires.....	1,099	870	852
Number of specials burned.....	590	430	382

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CHARACTER OF SPECIALS BURNED

During the Month of November, 1878.

	United States.	Canada.	Totals.
Agricultural imp't fact's	4	..	4
Axle grease factory	1	..	1
Axle-tree factory	1	..	1
Bakeries	7	2	9
Barges	1	1	2
Basket factories	2	..	2
Bath houses	2	1	3
Belting mill	1	..	1
Billiard saloon	1	..	1
Blacksmith shops	15	1	16
Bone works	1	..	1
Bookbindery	..	1	1
Bottling works	1	..	1
Box factories	2	..	2
Brass foundry	1	..	1
Breweries	6	..	6
Brick factory	..	1	1
Broom factories	3	..	3
Brush factory	1	..	1
Butcher shops	4	..	4
Canal freight house	1	..	1
Carpenter shops	4	..	4
Carriage factories	9	1	10
Celluloid brush factory	1	..	1
Charcoal warehouse	1	..	1
Cheese factories	2	..	2
Chemical works	1	..	1
Churches	3	..	3
Cider mills	4	..	4
Cigar factories	8	..	8
Coal yards	2	..	2
College building	1	..	1
Confectioneries	3	..	3
Cooper shops	4	..	4
Cotton mill	1	..	1
Cotton pressing works	1	..	1
Cotton seed store	1	..	1
Cotton warehouses	2	..	2
Court houses	2	..	2
Cutlery factory	1	..	1
Distillery	1	..	1
Drug stores	23	..	23
Drying house	1	..	1
Dye works	2	..	2
Enameling works	1	..	1
Engine house	1	..	1
Fancy notions stores	3	1	4
Feed stores	4	..	4
Fish market	1	..	1
Flax mill	1	..	1
Floating dock	1	..	1
Flouring mills	6	2	8
Furniture factories	8	1	9
Gin-houses	52	..	52
Glazier's shop	1	..	1
Government stables	1	..	1
Grain elevators	3	..	3
Grain warehouses	4	1	5
Green houses	4	1	5
Grist mills	5	2	7
Grocery (country) stores	43	3	46
Harness factory	1	..	1
Hay presses	2	..	2
Hotels	48	5	53
Ice house	1	..	1
Iron foundry	1	..	1
Keg factory	1	..	1
Knitting mill	1	..	1
Lager beer saloons	2	..	2
Lard oil factory	1	..	1
Laundries	2	..	2
Lead pipe works	1	..	1
Liquor stores	16	..	16
Lithographic establish't	1	..	1
Livery stables	18	4	22
Lobster packing estab'ts	1	1	2
Lumber yards	5	..	5
Machine shops	8	1	9
Malt house	1	..	1
Meat markets	5	..	5
Meat preserving house	..	1	1
Military institute	1	..	1
Mining works	1	..	1
Moulding mill	1	..	1
Newspaper offices	6	..	6
Oil refineries	2	2	4
Oil stills	4	..	4
Oil store	1	..	1
Opera house	1	..	1
Packing house	1	..	1
Paint shops	4	1	5
Paper box factories	1	1	2
Paper mills	5	..	5
Paper warehouse	1	..	1
Pattern shop	1	..	1
Penitentiary buildings	2	1	3
Phosphate factory	1	..	1
Photographic galleries	6	..	6
Piano case factory	1	..	1
Piano factory	1	..	1
Planing mills	6	..	6
Public halls	3	1	4
Rag shop	1	..	1
Railroad bridge	1	..	1
Railroad cars	1	1	2
Railroad freight car	1	..	1
Railroad depots	7	..	7
Railroad repair shops	3	..	3
Railroad stable	1	..	1
Restaurants	8	..	8
Rope factories	2	1	3
Rubber factory	1	..	1
Sash and blind factories	2	..	2
Saw mills	17	3	20
School houses	5	1	6
Sewer pipe factory	1	..	1
Sewing machine factory	1	..	1
Shear factory	1	..	1
Shingle mills	3	..	3
Shipbuilder's yard	..	1	1
Shoe factories	5	1	6
Show case factory	1	..	1
Silver plating shop	1	..	1
Slaughter house	1	..	1
Spool factories	2	1	3
Starch factory	1	..	1
Steamboats	1	1	2
Steam tug boat	1	..	1
Stove factory	1	..	1
Straw goods factory	1	..	1
Tanneries	1	1	2
Theatre	1	..	1
Thread factory	1	..	1
Tinsmith shops	2	2	4
Tobacco barns	4	..	4
Tobacco factories	3	..	3
Tobacco warehouses	2	..	2
Toy factory	1	..	1
Varnish factory	1	..	1
Veneering establish't	1	..	1
Vinegar factories	2	..	2
Wheelwright shops	2	..	2
Wire factories	2	..	2
Wooden ware factory	1	..	1
Woolen mills	5	1	6
Yarn mill	1	..	1
Totals	539	51	590

—Our esteemed contemporary, the *Monitor*, fails to see the "logic" in THE CHRONICLE's recent "clever representation of a scene in Oshkosh and New York, wherein a 6 per cent. risk is reduced to 4 in Oshkosh and to 2 in this city, the point of which is that companies ignore agents." We are inclined to believe that it is not the "clever representation;" but the *Monitor's* vision that is at fault, for witness *its* peculiar "logic":

Well, it is about an even thing, for don't the agents in the rural regions sometimes ignore the interest of the companies?

Ergo, why should not the companies ignore the interests of the agents!

"This fire insurance business," continues our precise neighbor, "isn't a jug handle—on one side—not by a jugful." True, quite true, respected madam; neither would it be appropriate to liken it unto "a tempest in a tea-pot," however clever such a caricature might be.

—The general term of the Brooklyn city court has rendered a decision which presents a wholesome lesson to the owners of tenement houses. The court has held, under the statute which is part of the charter of 1873, and which is applicable to the city of Brooklyn only, that landlords of tenement houses owe to the occupants the duty of providing means of escape in case of fire; and if the occupants sustain injury through the landlords' omission to discharge such duty, they should be held liable. The statute requires such fire-escapes to be provided as shall be directed and approved by the board of fire commissioners. This board has issued a general order directing how all fire-escapes on tenement houses and other buildings should be constructed and put up; and the court held that this was sufficient direction under the statute. A civil suit for $5,000 damages is pending against a landlord who failed to provide a fire-escape, and through which failure the lives of Mrs. Wilby and her child were lost on November 1, 1877.

—Gasper Spattero, of Houston, Texas, was tried on the 18th inst. for setting fire to his store last December, after removing his stock. He was convicted, and sentenced to four years in the penitentiary. The National Board of Underwriters offered a reward of $200 for the conviction of the incendiary.

—The lumber interest of Chicago is organizing a mutual insurance company, to be called the Western Manufacturers' Mutual insurance company. Jefferson Farmer, former secretary of the Commercial Fire insurance company, of Chicago, which collapsed in the fire of 1871, is the active organizer.

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—On the 18th inst. a dividend of 2½ per cent. was declared payable out of the bankrupt estate of the Western insurance company, of Chicago. This is the fourth dividend that has been declared since the concern went into liquidation.

—The *Monitor* calls attention to the fact that THE CHRONICLE recently transferred to its pages from one of the November numbers of the *Central Law Journal* a standard legal decision which had appeared some months previously in the *Insurance Law Journal*. If it be a sin to have done this we plead guilty, and offer in extenuation thereof the fact that we have given to the decision the dissemination which its importance demanded.

—During the month of November the Union Mutual Life insurance company, of Maine, paid twenty-four death claims, amounting to $73,560, costing the assured $26,678.14, leaving an advantage to policyholders of $46,881.86, or $2.76 for every dollar paid the company. In twenty-eight years, ending Dec. 31, 1877, this company paid 2,406 death claims for $5,085,303.17; annuities and endowments for $407,452.73; dividends, $3,830,376.81; surrendered policies purchased and lapsed notes cancelled, $3,788,095.53; total payments to policyholders, $13,111,228.14; and it held to the credit of its members, for the payment of policy claims, assets well invested and worth at present market value, as re-appraised in February, 1878, amounting to $7,891,671.67, including a surplus over all liabilities, calculated by the American experience table of mortality, with 4½ per cent. interest, amounting to $583,417.53.

—The Pittsburgh *Commercial-Gazette* of a recent date contains the following report of a meeting of the members of the Hildise Bund, in that city:

In pursuance to the notice issued, a general meeting of the members of the Hildise Bund was held yesterday afternoon at Reimiller's Hall, on Ohio street, Allegheny, to consider the difficulties which have fallen upon the society. The attendance was very light, only about fifteen or eighteen persons being present, they being mostly the officers of the different sections in this locality. The circular issued by the Bundesrath, notifying the members of the society that the entire management of the society had been transferred to Joseph F. Knapp, president of the Metropolitan Life insurance company, and that the entire Bundesrath, with all its officers, had resigned, was read. Remarks were then made, during which it was stated that by the resignation of the Bundesrath with its officers, the sum of over $14,000 in salaries was saved to the society annually, while its business can be attended to better and with greater dispatch than under the old management. The Hildise Bund now stands indebted over $20,000 to the Metropolitan Life insurance company, and that company has notified the Bund that they will continue loaning money until March next for their sick-relief fund, but will not loan them any more to pay salaries with. It was thought that under careful management the $14,000 saved in salaries next year could be applied to the reduction of their debt, and in a short time the Bund will be entirely out of debt. A telegraphic dispatch from Mr. Knapp was read, in which he stated that the Hildise Bund in his charge is not bankrupt—that his reputation would not allow him to carry on a bankrupt concern.

—As if the imposition of the New Orleans taxes upon the insurance companies doing business in that city were not sufficiently burdensome and unjust, it is now proposed by the common council to assess each and every insurance company located in the city, and doing exclusively a fire insurance business, $1,000 instead of $500; each company doing exclusively a marine insurance business, $1,000 instead of $500; and each company doing an exclusive river insurance business, $1,000 instead of $500. Also, increasing from $300 to $500 the license for every life insurance company or agency.

—The suit commenced, says the Chicago *Times* of the 18th inst., some years ago by Andrew J. Wright and Samuel J. Wright against the Chicago and Northwestern railway company, and which has been on trial before Judge Rogers for something more than a week, came to a sudden termination on yesterday afternoon. The suit grew out of some circumstances incident to the great fire of 1871. In the depot of the Northwestern railroad was stored a considerable quantity of oil, which, when ignited, caused an explosion, which caused the almost utter demolition of the livery stable of the Wrights, which was in close proximity to the depot on Kinzle street. As a result of the explosion, a large number of horses and other valuable property, which it might have been possible to rescue but for this extraordinary happening, were destroyed, and the Wrights commenced the present suit, laying damages at $50,000. It was claimed that, but for the explosion all the property mentioned could have been saved, and that the railroad company was liable for the loss which had resulted. The evidence for the plaintiffs had all been submitted, when a motion was made by the counsel for the railroad company to have it all excluded as not sufficient to make out a case. Judge Rogers sustained the motion and directed the jury to bring in a verdict for the defendant, which was done. In deciding the case, the court remarked that the fire of Oct. 9, 1871, was not due to agency of the defendants, but was a great conflagration, such as had not been known in the history of the world. He held that the receiving of the oil was not contrary to the law, but in accordance with the duty of the railroad company, and that it would have been liable for damages if it had refused to receive the stuff. He also held that the retention of the oil from Saturday until Monday morning did not constitute a public nuisance, and there was no evidence showing that the railroad company was guilty of such negligence in the receipt of the oil as would render it liable to the plaintiffs for damages.

—Thomas W. Miller, late of Mobile, Ala., has been appointed agent at New Orleans, La., for the Western Assurance company, of Toronto.

—The Empire Mutual Life insurance company (reinsured in the defunct Continental Life, of this city,) has been called on to show cause why a receiver should not be appointed.

—The petition to the New York supreme court of Insurance Superintendent Smyth in the case of the National Life insurance company, of New York, has been referred to James W. Husted to inquire into the validity of the claims of the policyholders. Mr. Smyth's petition goes over the history of the company's difficulties—its insolvency in 1873, and reinsurance in the American Mutual Life and Trust company, of New Haven, and the reinsurance of its risks by the latter in the National Capitol Life. He claims that the reinsuring companies are irresponsible. As the National Life company has certain securities on deposit with the petitioner, in pursuance of the general act under which it was organized, the petitioner asks for the appointment of a referee to ascertain what policyholders are entitled to share in the assets held by him for the company.

—Messrs. McConnico & Gerstman, Selma, Ala., have been appointed agents of the London and Lancashire insurance company. The firm also represent the Royal, of England, and are placing an extensive amount of business with it. The Massachusetts Life is represented at this agency by Louis Gerstman.

—The blank furnished by the New York insurance department to the fire insurance companies on which to make their statements has a foot note, which contains directions as to items of assets to be carried inside, that will cause some fluttering among the brethren. It says:

NOTE.—Should your assets include any of the following items you are respectfully requested not to extend the same in the above statement, as they are not admissible under the laws of this state: *Company's own stock, loans on company's own stock, premium notes more than three months due, bills receivable other than those taken for premiums, excess of mortgage loans over 50 per cent. marginal value,* MORTGAGE LOANS ON UNIMPROVED PROPERTY, *collateral loans in excess of 10 per cent. margin, salvages, office furniture and fixtures and agencies' supplies, leasehold property and judgments.* In the case of marine companies, wrecking apparatus of every description should be excluded.

—The Equitable Fire insurance company, of Nashville, Tenn., through its secretary, John D. Anderson, has issued a circular to its agents, from which we extract the following:

In the present condition of the insurance business, with no prospect of early improvement, we believe that the chances of profit are not equal to the hazard to invested capital; we will, therefore, from and after 31st inst., retire from the agency business. We will continue to do business in our own state. Whether we will reinsure our outstanding foreign business or not, has not yet been decided; but in any event the interest of policyholders will be fully protected.

—A petition, numerously signed by representatives of insurance companies, has been presented to the mayor of St. Louis, asking for the removal from office of H. Clay Sexton, chief of the fire department, of that city, for alleged mismanagement at fires.

—Capt. L. M. Tucker & Co., of Columbus, Miss., general agents at the south for the Western Assurance company, of Toronto, province of Ontario, have had the state of Louisiana added to their department.

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To the Old Policyholders of the Mutual Life Insurance Company, of New York:

For the information of those who do not know what the new practice of the Company is against which the old policyholders are protesting, we make the following brief statement:

1. The Company now admits new members, on whole life plan, at a rebate of 30 per cent. upon their premiums for the first two years—thus giving them, for *seventy cents*, as full insurance and the same dividends as old members who have paid, and must hereafter pay, one dollar.

2. Upon this new business the Company pays its Agents a commission of not less than 30 per cent. upon the full tabular rate of the first year's premiums, and of not less than 5 per cent. on the second year's premiums; thus paying commissions upon one dollar for every seventy cents it receives.

3. After deducting from the seventy per cent. actually received the above-named commissions, the other expenses of the Company and the mortality losses, the remainder is less than the sum which the law requires shall be reserved to meet the future cost of insurance, and the deficiency must be made good from sources other than the contributions of these new members. Therefore, the Company, in contemplation of this new departure, has of late years largely increased the amount which it withholds from retiring members, and accumulated what its Officers claim to be a "special fund," out of which it is now making the new comers the gift of 30 per cent. of premiums which they should pay out of their own pockets.

4. For this 30 per cent. gift the recipient is to draw his draft upon the Company; but, knowing that he has no title to such trust funds, he may have scruples or doubts about signing such a draft. In this event the Agent is instructed to write "*without recourse*" above the signature, but he is directed "*not to do so unless absolutely necessary.*" The Agent also joins in the attempt to avoid liability by endorsing the draft "*without recourse.*"

5. The draft—so drawn and so endorsed—the Officers say "is *cash* to the Company," and is received as such in payment of the premium. It must, therefore, be credited, as cash, to the "Premium Account" of the Company, thereby increasing the apparent receipts, and consequently diminishing the apparent ratio of expenses. And we understand that it is charged to "Surrender Values," which increases the apparent amount claimed to be paid by the Company to retiring members. It will, therefore, operate in a treble capacity to give fictitious credit to the management of the Company.

6. If the above described "special fund" has been equitably and justly withheld from retiring members to indemnify abiding members for injury done to them, we claim that the Officers have no power to give any part of it away, but must divide it all amongst the injured members. But if it has been inequitably and unjustly withheld from unfortunate retiring members—as there is much reason to believe is true—we claim that it should be given up to those to whom it rightfully belongs, and that such dealing should stop

We therefore protest against this whole practice, believing it to be fundamentally wrong, and that no good can come out of it.

Copies of the remonstrance can be found at the undermentioned places, and can be obtained by sending name and address to Box 1897, City P. O.

Policyholders of other states will also be supplied with copies on application as above, and are requested to unite with the policyholders of this city.

HEZRON A. JOHNSON, Holder of Policy No. 3,
No. 98 Broadway.
CONRAD N. JORDAN, Third National Bank.
JAMES W. McCULLOH, 93 Liberty Street.

NEW YORK, December 26th, 1878.

Rowe & Brother, 538 Broadway.
Brown & Seccomb, 68 Broad Street.
J. P. & G. C. Robinson, 14 Coenties Slip.
Room No. 11, Delaware & Hudson Canal Co.'s Buildings, Courtland Street.
W. Blanchard, 18 William Street.
Clerk's Desk, Produce Exchange.
M. B. Fielding, 140 Pearl Street.
M. B. Fielding, Cotton Exchange.
J. W. McCulloh, 93 Liberty Street.
First National Bank, No. 1 Exchange Place Jersey City.
S. Ashmore & Son, 15 William Street.

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MUTUAL LIFE.

Legal Decision from Eminent Members of the Suffolk Bar.

The following important opinion was rendered yesterday concerning the Mutual Life Insurance Company, of New York:

To FREDERICK S. WINSTON, Esq., *President of the Mutual Life Insurance Company, of New York:*

Sir,—At your request I have carefully examined the Charter of your Company and its modifications. I am of opinion that the Trustees of the Mutual Life Insurance Company, of New York, have full power to fix and determine the rates of premiums that are to be paid by persons who become policyholders, and they may from time to time alter those rates by increasing or diminishing them as they may see fit. This power is especially conferred upon the Trustees by Section 7 of the Charter.

The whole subject is entrusted to the discretion of the Board of Trustees, and the exercise of that discretion cannot be revised by a court of equity or any other tribunal.

Under the authority thus vested in them the Trustees have the full legal right to deduct from the first two premiums on new policies 30 per cent. from former rates as an inducement to bring new associates into the Company. My conclusion is that the new policies now being issued are valid and bind the Company as effectually as any of the former contracts of insurance. The Company being a corporation created by the State of New York, and the policies of insurance issued by it being, as has been recently decided, New York contracts, it seems to me that the courts of that State are the only ones competent to adjudicate upon the relation between the corporation and its members, and if the question should incidentally come up in any other State, the rules adopted by the courts of New York, which is the domicile of the corporation, must certainly govern any tribunal where it may arise.

Boston, Nov. 20, 1878. DWIGHT FOSTER.

I concur in the foregoing. P. W. CHANDLER.

The Mutual Life Insurance Company, of New York.

144 AND 146 BROADWAY.

NEW YORK, November 19, 1878.

TO THE POLICYHOLDERS OF THIS COMPANY:

"Shall Corporations shape and manage their own business, or shall their rivals dictate and manage it?"

This Company commenced business in 1843 as a Mutual Company, and without capital. The first money it received was... ..... in payment of a premium.	$108.50
Ten years afterwards, February 1, 1853, the amount at risk was....	$17,917,418.00
And its Assets and accumulations	2,060,649.30
In June of that year the present administration began. Since that time it has issued 181,000 policies, insuring	550,000,000.00
It has paid for death claims on original policies.....	30,700,092.00
And for death claims on additional insurance given for over premium payments on the same, called dividends.....	5,121,977.00
Its entire over-payments, called dividends, paid out in cash, or for insurance, amount to	45,580,028.00
It now holds Assets, consisting of Bonds and Mortgages on property in New York and adjacent States, amounting to.....	57,041,941.84
It owns Real Estate, consisting of its three office buildings in Boston, Philadelphia and this city, and such as it has purchased under foreclosure of its Mortgages, amounting to.....	6,933,423.19
It has stocks—United States, State, County and City—paying interest, and worth par and over, amounting to.....	17,766,081.38
Its gross Assets, on the first of October, ultimo were....	86,910,363.45
The amount now insured is.....	289,081,295.00
The increase of its Assets in twenty-five years is.....	84,849,714.15

It represents more assets than any known financial institution, and twenty-one millions of dollars more than the combined capital of all the banks in this city.

Its assets are ample for all its purposes, as its Annual Report will shortly show.

These are the principal figures which exhibit the history and condition of this company. It has always met every honorable and just financial claim with cheerful promptitude. No stain, it is believed, rightfully rests upon its record.

Of all known business, that of Life Insurance requires the most forecast as to future contingencies, and the closest attention to all the different principles and features of its management, upon which its prosperity depends. Abundant and undoubted assets are necessary to pay its claims on the one hand, which must be kept in absolute security and readiness for that purpose; on the other is the equally important duty of maintaining and keeping intact its vitality at or above the standard mortality tables, on which its premiums are based. Some companies are believed to be so short-sighted as to neglect this second great principle of the business, while they affect to bestow uncommon attention to the other.

In view of the possible depreciation below the vital standard, by reason of the unusual number of retiring members during the last three years (for as a rule those who elect to retire are sounder lives than those who decide to remain), it was incumbent upon the management to check this decrease by such means as would be efficient to the end sought, and the least burdensome to the existing policyholders of the Company.

After due consideration of all points involved, embracing equity, economy and efficiency, it was proposed that 30 per cent. rebate on the first two years' premiums should be allowed to entering policyholders, whether old members or new.

We should have been wanting in proper forecast and ability had we not foreseen the necessity for this action and provided for it.

As the members who retired sought to sunder their connection with the Company, of which they had agreed to remain members for life, the just and universally admitted principle governing all business, led us to say to each of them, "If you leave us to our damage, you must supply the place you leave vacant by another life equally acceptable with your own." To accomplish this end we deduct from the surrender value allowed these retiring members, a sum sufficient to satisfy all the claims of the Company and existing policyholders, upon the party withdrawing, and an additional sum to constitute a fund to replace the loss. Not one penny of the moneys contributed by the existing members went into that fund. It was a specific source of accumulation, the use of which was left to the discretion of the Executive Officers in their administrative capacity, for the purpose of obtaining new members. Whatever remains beyond that necessity will go into the common fund. Whatever is used for the purpose explained will be like the wheat cast into the ground and lost for a time, but to bear a tenfold harvest to its owner.

No measure that we know of could have been devised which is more thoroughly just, economical or equitable to our policyholders than this, and none that will be so advantageous and profitable to them. This we assert from a full knowledge of all the principles involved, and with absolute confidence in the results which will be obtained.

The ability of the Company to lower its rates of premiums has been demonstrated by its past experience, and we have unwillingly taken premiums in amounts quite beyond the necessities of our business for years past. Why should we have been compelled to take the forty-five millions which we have returned to our policyholders as over-payments, called dividends? The public, in its own time, will ask this question with emphasis. We have given back from year to year to our policyholders all that has not been necessary to guarantee our contracts beyond question; but why should the poor man, who pinches himself to insure his life for the benefit of his family, be required from year to year to pay us a sum beyond what is necessary, the effect of which is to involve him in unnecessary commission and loss of interest? There has been no year in the history of the Company when it could not have taken premiums upon a far cheaper scale than it has done, and even then have been able to return a respectable percentage in over-payments at the end of the year.

But now, when this Company proposes to benefit its policyholders and the insuring public by a rebate for two years upon their premiums, with no present designs beyond that time, and in a way in which old policyholders are benefited and not injured, are we to be maligned and misrepresented by rival companies who club together to control the press, and send paid emissaries to this and other cities to poison the minds of our policyholders by false statements?

We have neither leisure, disposition nor funds to follow our defamers; but prefer quietly to state our case and leave it with those it interests.

We give this history and condition of the Company as the truest tests of its management. By these tests we are content to stand or fall.

In conclusion, we repeat the question: "Shall corporations shape and manage their own business, or shall their rivals dictate and manage it?"

Your obedient servants,

F. S. WINSTON, *President.*
RICHARD A. MCCURDY, *Vice-President.*
WM. H. C. BARTLETT, *Actuary.*

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NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY,

OF MILWAUKEE, WIS.

ASSETS, January 1st, 1878, $18,173,256.90.

SURPLUS. (OVER 4 PER CENT. RESERVE,) - - - - - - - $2,789,236.52.

For Each of the past four years (1874, 1875, 1876 and 1877) its interest receipts have exceeded its entire death losses and working expenses. This showing is unparalleled in the history of Life Insurance.

H. L. PALMER, President. MATTHEW KEENAN, Vice-Pres't. EMORY McCLINTOCK, Actuary. WILLARD MERRILL, Secy.

J. S. GAFFNEY, Superintendent of Agencies Eastern Department, 160 FULTON STREET, NEW YORK.

New York City

INSURANCE CO.,

No. 100 Broadway, New York.

Cash Capital	**$300,000.00**
Reserved for Reinsurance and all other Liabilities	104,429.95
Net Surplus	43,002.32
Gross Assets	**$447,432.27**

Of which over $400,000 are invested in U. S. Government Bonds, Registered.

RICHARD L. FRANKLIN.....President.
JOHN W. SIMONSON.....Vice-President.
WM. M. RANDALL.....Secretary.

PIEDMONT & ARLINGTON

LIFE INSURANCE COMPANY,

RICHMOND, VA.

Accumulations, - - $2,000,000

D. J. HARTSOOK,.....President.
JOHN E. EDWARDS,.....Vice-President.
J. J. HOPKINS,.....Secretary.
B. C. HARTSOOK,...Assistant Sec'y and Cashier.
PROF. E. B. SMITH,.....Actuary.
DR. C. H. SMITH.....Medical Examiner.
W. C. CARRINGTON..Counsel and Legal Adviser.
H. C. DESHIELDS,..... Sup't Agencies.
L. S. EDWARDS.:.....Gen'l Agent Home Office.

STANDARD

FIRE INS. CO., OF NEW JERSEY,

AT TRENTON.

July 1, 1878.

Capital paid up $200,000.00

LIABILITIES.

Capital	$200,000.00
Reinsurance	73,069.86
Unpaid Losses	15,425.95
Net Surplus	14,175.11
	$302,670.42

WM. DOLTON.....President.
JOS. B. WRIGHT.....Secretary.

New York Office, No. 155 Broadway,
MONROSE & MULVILLE, AGENTS.

REPORT OF THE OFFICIAL EXAMINATION OF THE

METROPOLITAN LIFE INSURANCE CO.

BY THE INSURANCE DEPARTMENT OF THE STATE OF NEW YORK.

"No effort spared to protect the interests of Policyholders." "Careful and painstaking management." "In no instance has a flaw in the title, or a deficiency in value, been found." "Too much cannot be said in praise of the Company's investments." "Every step taken has been to render the security of the Insured beyond question."

INSURANCE DEPARTMENT, ALBANY, N. Y., February 18th, 1878.

The Superintendent having caused an examination of th METROPOLITAN LIFE INSURANCE COMPANY, of New York City, to be made, and which is now completed, submits the following as the result of the same:

To the present management of the Company the Policyholders are indebted for the solvent condition of their corporation. No effort has been spared by the President and Vice-President to protect the interest of the Policyholders, and every step taken by these officials has been to render the security of the insured beyond question.

The titles to each piece of property owned by and mortgaged to the Company have been examined by the authorities commissioned by the Department to perform this service, and reported upon to the Superintendent, while appraisers have carefully examined as to the value of these properties, and in no instance has a flaw in the title, or a deficiency in value, been found.

Too much cannot be said in praise of the Company's investments, exhibiting as they do careful and painstaking management, such as to render the future prosperity of the Company entirely secure.

All items of uncollected Premiums and Premium Notes and liens have been examined in detail, and seriatim lists of same are filed in the Department.

The following is a statement of the Company's condition on December 31st, 1877:

ASSETS.

Real Estate and Bonds and Mortgages	$1,000,200.00
Stocks, Bonds and secured Loans	518,143.82
Cash, liens on Policies, Interest, Rent and deferred Premiums	569,238.65
Total Admitted Assets	**$2,087,582.47**
Items not admitted—Agents Balances, Com. Comms, Furniture and Fixtures	$53,421.70.

LIABILITIES.

Premium reserve, unpaid losses and all other claims	$1,795,822.26
Surplus on basis of Admitted Assets	**$291,760.21**
Capital Stock	$200,000
Surplus on basis of Total Assets	**$345,181.91**

JOHN F. SMYTH, *Superintendent.*

First-class AGENTS wanted at all prominent points, to represent this progressive Company. The most popular plans before the public.

JOSEPH F. KNAPP, President.

JOHN R. HEGEMAN.....VICE-PRESIDENT. | STEWART L. WOODFORD.....COUNSEL.

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SCOTTISH COMMERCIAL

INSURANCE COMPANY,

Of Glasgow, Scotland.

Total Assets in the United States (of which $560,000 are in Government Bonds) $719,115
Reserve for Reinsurance and all other Liabilities 368,577

Net Surplus $350,538

[Home Office Statement for 1877 not yet filed.]

United States Branch Office, Nos. 40 and 42 Pine Street, New York.

E. W. CROWELL, W. T. READ,

Joint Resident Managers.

Western Department, St. Louis, Mo., WM. R. KERR, General Agent.

Washington Life Ins. Co.

OF NEW YORK.

CYRUS CURTISS, - - - - President.

IN THIS COMPANY POLICYHOLDERS HAVE THE ADVANTAGE OVER THOSE OF ALL OTHER COMPANIES, IN NON-FORFEITABLE DIVIDENDS TO KEEP THEIR POLICIES IN FORCE. See Charter.

COAL AND IRON EXCHANGE BUILDING

Corner New Church and Courtland Streets, New York.

ALLIANCE

INSURANCE COMPANY, OF BOSTON.

Organized July 1st, 1875.

Cash Capital, ... $200,000.

GEORGE H. LONG, *President.* CHAS. R. HOWARD, *Secretary.*

Agencies in all the principal Cities.

Policies issued against FIRE losses ONLY.

ROYAL CANADIAN

Insurance Company, Montreal, Canada.

ANDREW ROBERTSON, PRESIDENT. Hon. J. R. THIBAUDEAU, VICE-PRESIDENT.

ARTHUR GAGNON, SECRETARY.

C. F. SISE, Boston ..... Resident Manager for United States.

CHAS. M. PECK, Agent, 69 Liberty Street, New York.
T. R. BURCH, General Agent, Chicago, Illinois.
DOUGLAS WEST, Agent, New Orleans, La.
W. J. CALLINGHAM & CO., General Agents, San Francisco., Cal.

THE

BERKSHIRE

LIFE INSURANCE COMPANY,

Pittsfield, Mass.

Incorporated 1851.

Every policy is NON-FORFEITABLE, not only by its terms, but under the statutes of Massachusetts, which provide that, if the assured should, at any time, fail to pay premiums when due, his premiums already paid are *not forfeited* to the Company, but are used to *continue* his insurance for the FULL AMOUNT OF HIS POLICY, until they are exhausted or fully earned by the Company.

☞ Competent and reliable men wanted for General, District, and Local agents, for all unoccupied territory in the Eastern, Middle and Western States.

Send for plans and rates to home office.

WILLIAM R. PLUNKETT ..... President
JAMES M. BARKER ..... Vice-President.
JAMES W. HULL ..... Secretary and Treasurer.
WILLIAM H. HALL ..... Assistant Secretary.

THE

MANHATTAN

LIFE

INSURANCE COMPANY,

OF

NEW YORK,

Nos. 156 and 158 Broadway.

NO EXPERIMENT,

BUT AN

ESTABLISHED INSTITUTION

ORGANIZED A. D. 1850.

HENRY STOKES ..... President.
C. Y. WEMPLE ..... Vice-President.
J. L. HALSEY ..... Secretary.
H. Y. WEMPLE } Ass't-Secretaries.
H. B. STOKES }
S. N. STEBBINS ..... Actuary.

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1825. THE 1878.

PENNSYLVANIA

Fire Insurance Company,

OF PHILADELPHIA

510 Walnut Street.

Capital, paid in Cash	$400,000.00
Reserve for all Liabilities, including Reinsurance	784,371.48
Net Surplus	520,109.88
Total Assets	$1,704,481.36

DIRECTORS.

JOHN DEVEREUX, DANIEL SMITH, Jr.,
ISAAC HAZLEHURST, THOMAS ROBINS,
THOMAS SMITH, HENRY LEWIS,
DANIEL HADDOCK, Jr., FRANKLIN A. COMLY,
EDWIN N. BENSON.

JOHN DEVEREUX.....President.
WM. G. CROWELL.....Secretary.
JOHN L. THOMSON.....Assistant Secretary.

North German Fire

INSURANCE COMPANY,

OF HAMBURG, - - GERMANY.

STATEMENT

Showing the Condition of the Company January 1st, 1878.

Guaranteed Capital, (paid in or secured by Stockholders' Notes in hands of the Company)	$1,125,000.00
Called in and Paid Up Capital	$225,000.00
Reserve for all Liabilities (including Reinsurance)	120,915.40
Net Surplus (over all Liabilities, including Capital Stock and Reinsurance Reserve	114,375.00
Cash Assets	$460,290.40

DEPOSITED WITH THE NEW YORK INSURANCE DEPARTMENT, **$270,000, U. S. Bonds.**

UNITED STATES BRANCH,

No. 202 Broadway, - - New York,

C. KUHL, MANAGER.

CHAS. H. FORD.....GENERAL AGENT.

THE

CONTINENTAL

INSURANCE COMPANY,

100 & 102 BROADWAY, - - - NEW YORK,

Insures Against Loss by Fire at Reasonable Rates.

STATEMENT OF THE COMPANY, JULY 10TH, 1878.

Gross Assets		$3,204,806.42
Capital		1,000,000.00
Reserve for unearned Premiums		1,000,170.23
Net Surplus		1,006,518.57
Of which there has been carried to the Guaranty Surplus Fund	$464,300	
Special Reserve Fund	464,300	
Reserve, representing other claims and undivided profits		198,117.62

GEO. T. HOPE.....President.
CYRUS PECK.....Secretary.

First National

FIRE

Insurance Company,

OF WORCESTER, MASS.

CHAS. B. PRATT.....President.
R. JAMES TATMAN.....Secretary.

JOHN M. WHITON, AGENT,

165 AND 167 BROADWAY, - NEW YORK.

HOME

INSURANCE COMPANY,

OF COLUMBUS, OHIO.

Capital	$250,000.00
Total Assets	414,833.83
Net surplus (after deducting Liabilities and Reinsurances),	70,087.83

Statement, January 1st, 1878.

Cash in Bank	$37,638.77
In Agents' hands and in course of transmission	57,450.23
Due at Local Office	4,621.08
Real Estate unincumbered	34,500.00
Loans on First Mortgage and Interest accrued	100,676.51
U. S. Bonds, market value	100,320.00
Columbus City and other municipal Bonds	13,980.00
Railroad Bonds, market value	39,700.00
Loans on Bank Stock	9,775.00
Loans on Government Bonds	728.66
Bills Receivable	12,356.26
Interest accrued on all Securities except Mortgages	4,500.00
Due from other Companies for Reinsurance	3,602.32
Personal Property	5,000.00
	$414,833.83

LIABILITIES.

Losses in suspense	$18,500.00
Reinsurance Fund	76,246.00
Capital Stock	250,000.00
	$344,746.00
Net Surplus	70,087.83
Losses Paid since Organization	*$2,700,000*

J. B. HALL.....President.
B. S. BROWN.....Vice-President.
H. N. HENDERSON.....Secretary.
R. S. HART.....General Agent.

Incorporated 1849. Charter Perpetual.

SPRINGFIELD

Fire and Marine Ins. Co.,

SPRINGFIELD, MASS.

ANNUAL STATEMENT,

JANUARY 1st, 1878.

Cash Capital all paid in	$750,000.00
Reserves for all Liabilities, including Reinsurance	610,654.82
Net Surplus	292,098 25
Total Assets	$1,653,753.07

DWIGHT R. SMITH.....President.
SANFORD J. HALL.....Secretary.
ANDREW J. WRIGHT.....Treasurer.

New York Agency, 150 Broadway,
BIGELOW, COIT & PECK, AGENTS.

Western Department, Chicago, Ill.,
A. J. HARDING, GENERAL AGENT.

1851. THE 1877.

MASSACHUSETTS MUTUAL

LIFE

INSURANCE COMPANY,

SPRINGFIELD, ... MASS.

INCORPORATED 1851.

Assets, $6,421,777.04.

All Policies non-forfeitable by law of the State of Massachusetts.

E. W. BOND, *President and Treasurer.*
HENRY FULLER, JR., *Vice-President.*
AVERY J. SMITH, *Secretary.*
OSCAR B. IRELAND, *Actuary.*
DAVID P. SMITH, M. D., *Medical Examiner.*

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THIRTEENTH ANNUAL STATEMENT, JANUARY 1, 1878, OF THE

ST. PAUL FIRE AND MARINE INS. CO.

C. H. BIGELOW, President. CHAS. A. EATON, Secretary.

ASSETS.

Cash Capital	$400,000.00
Surplus	458,056.42
Total Assets	$858,056.42

LIABILITIES.

Capital	$400,000.00
Reinsurance Reserve	280,905.66
Unadjusted Losses	16,980.50
Commissions unpaid	7,994.18
Net Surplus	152,176.08
	$858,056.42

Losses paid since organization of Company, $2,193,946.03.

JOHN M. WHITON, Agent, - - 165 and 167 Broadway, New York.

GERMAN-AMERICAN INS. CO.

OF NEW YORK.

OFFICE, ... No. 179 BROADWAY.

January 1st, 1878.

Gross Assets		$2,324,709.06
Reserve for Unearned Premiums	524,767.34	
All other Liabilities	112,990.75	
Capital Stock	1,000,000.00	
Net Surplus	**686,950.97**	
		$2,324,709.06

E. OELBERMANN, ... President.
JAMES A. SILVEY, ... Secretary. | JOHN W. MURRAY, ... Vice-President.
THOS. F. GOODRICH, Secretary Agency Department.
JOHN MARR, General Agent. JAMES NOXON, Special Agent.

EUGENE CARY, Manager Western Dep't, Chicago. JOHN S. BELDEN, Assistant Manager.
BARBEE & CASTLEMAN, Managers Southern Department, Louisville, Ky.
FARNSWORTH & CLARKE, Managers Pacific Dep't, San Francisco, Cal.

Represented in all the Leading Agencies throughout the Country.

LA CAISSE GENERALE

Des Assurances Agricoles et des Assurance Contre l'Incendie, of Paris, France.

CHAS. LECESNE, - - - - - President.

Assets in the States, January 1, 1878	$427,881.28
Liabilities, including Reinsurance Reserve	205,861.31

JULIEN LECESNE, Resident Secretary, Western Union Building, New York.

T. J. TEMPLE, Manager for Middle States, New York; RICHARD POPE, General Agent for New England States, Boston, Mass.; W. G. McCORMICK, Local Agent, Chicago, Ill.; B. D. WEST, General Superintendent Western Department, Chicago, Ill.; J. B. BENNETT, General Agent, St. Louis, Mo.; HUTCHINSON & MANN, General Agents, Pacific Coast, San Francisco, Cal.

UNITED STATES TRUSTEES IN NEW YORK:

LOUIS DE COMEAU, Esq., of Messrs. De Rahm & Co.; CHAS. COUDERT, Jr., Esq., of Messrs. Coudert Bros.; CHAS. RENAULD, Esq., of Messrs. Renauld, Francois & Co.

D. J. STAPLES ..... President.
ALPHEUS BULL ..... Vice-President.
GEO. D. DORNIN ..... Secretary.

FIREMAN'S FUND

INSURANCE COMPANY,

San Francisco, California.

LOSSES PAID TO DECEMBER 1, 1877.

Alabama	$1,208
Connecticut	39,389
District of Columbia	3,861
Georgia	16,678
Illinois	665,390
Indiana	40,393
Iowa	49,140
Kansas	6,317
Kentucky	13,136
Maine	19,276
Maryland	4,930
Massachusetts	281,321
Michigan	42,247
Minnesota	13,409
Missouri	50,047
Nebraska	4,952
New Jersey	6,308
New York	368,297
North Carolina	2,745
Ohio	51,588
Pennsylvania	80,563
Rhode Island	31,714
South Carolina	20,914
Tennessee	1,142
Texas	28,460
Virginia	28,087
Wisconsin	42,835
West Virginia	3,021
	$1,917,813
California, Oregon and Nevada, to Jan. 1, 1877	1,329,125
Total	**$3,246,938**

SKEELS & BOUGHTON, Agents,
176 BROADWAY, - - NEW YORK.
THOS. S. CHARD, Manager,
23, 25 & 27 LA SALLE STREET, CHICAGO.

AMAZON

INSURANCE COMPANY,

CINCINNATI.

Cash Capital, - - - - - $300,000

STOCKHOLDERS INDIVIDUALLY LIABLE UNDER THE CONSTITUTION OF THE STATE OF OHIO.

Financial Exhibit—July 1st, 1878.

ASSETS.

United States Bonds, market value	$104,412.00
Mortgage Loans	176,019.40
Real Estate	255,660.00
Cash on hand and in course of transmission	12,889.97
State and Corporation Bonds and accrued Interest	35,449.54
Collateral Loans and Bills Receivable	25,921.65
Amount due from Agents	10,254.56
Accounts Receivable and due from Insurance Companies	7,621.66
Personal property	3,000.00
	$631,178.78

LIABILITIES.

Outstanding Losses, Reinsurance Reserve, and all actual Liabilities	$126,353.24
Net Assets	$504,825.54
Capital	300,000.00
Net Surplus	$204,825.54

GAZZAM GANO ..... President.
J. H. BEATTIE ..... Secretary.

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The Chronicle.

A Weekly Insurance Journal.

VOL. XXII., No. 25. OFFICE, 145 BROADWAY. | NEW YORK, THURSDAY, DECEMBER 19, 1878. | J. J. W. O'DONOGHUE, Editor.

The Mutual Life Controversy.

During the week renewed animation has been imparted to the discussion created by the new departure of the Mutual Life. An emphatic protest against the plan has been prepared, and is being circulated for the signatures of the policyholders. A copy of the protest having reached Mr. Winston, that gentleman addressed a communication to one of the protestants—one of the oldest policyholders of the company. The latter gentleman, as will be seen by his reply to Mr. Winston, did not desire to engage in any personal controversy. He denies having forwarded a copy of the protest to Mr. Winston, and is much displeased because that gentleman's letter to him was published without his knowledge or consent.

The same grounds of objection as those taken by THE CHRONICLE are urged in the protest; while Mr. Winston's reply thereto is more vigorous and perhaps more to the point than any of his previous arguments on the question.

Under the head of "correspondence" it will be noticed that Hon. John T. Clark, the policyholder who obtained the opinion of Professor Gray, of Harvard, touching the legality of the new plan, states that the attorney-general of Rhode Island, the attorney-general of Maine, and the attorney-general of Vermont, have expressed their concurrence in that opinion.

The following, which is the full text of the protest referred to, will be read with interest:

To the President and Trustees of the Mutual Life Insurance Company:

Gentlemen,—We, the undersigned policyholders, hereby protest against the recently inaugurated practice of giving to new insurants a rebate of 30 per cent. upon their premiums for the first two years, and request that it be immediately abandoned.

We make this protest and request for the reason that we believe the practice to be not only inexpedient and of doubtful legality, but in derogation of the rights of the old members, and not in conformity with those strict principles of equity by which it has ever been the boast, and should ever be the undeviating practice, of the company to be governed in all its dealings; and for the further reason that we do not believe that the present condition of the company is such as to require any action at variance with its long-established and approved customs, especially if calculated to create dissatisfaction and impair confidence among its members, quicken the latent hostility of rival companies, and foster that public distrust caused by past disclosures of mismanagement and fraud in other life insurance companies, from the baneful influence of which not even the Mutual Life has escaped.

From the recent circulars to agents, and those addressed to policyholders, we understand the object and purpose of the new plan to be to stimulate the business and infuse new vitality into the company; and that to accomplish this, and "as a measure of substantial relief to persons at present requiring help to pay for insurance," you now give to new insurants a rebate of 30 per cent. upon their premiums for the first two years, such rebate to be charged against a fund withheld for that purpose from retiring policyholders; and to stimulate your agents to increased activity by giving them commissions on the full amount of premiums, regardless of the rebate. To stimulate the business and infuse new vitality into the company are certainly very desirable objects; but the means by which it is proposed to accomplish this desirable end are, in our opinion, wrong; and we ask your careful consideration of some of the reasons upon which we base this opinion.

First let us consider the manner in which this so called "special fund" has been accumulated by withholding it from the unfortunate members "whose want of employment and the depressed financial condition of the country have rendered it impossible for them to keep their policies alive." The company may not be legally bound to return to a retiring member any part of the funds he has contributed; but by the reiterated pledges of the company it is morally bound to return him his "full equitable share," in the strictest sense of the term. But we fear that this "special fund" has been accumulated in a manner inequitable and unjust to the retiring members, and in violation of the pledges of the company.

As we understand the theory of your present action in this matter, it is that when a member withdraws he violates his contract with his fellow members, and impairs their security by ceasing to contribute to the common fund; and that he is bound to make good such impairment by providing a substitute of equal contributive value to himself. Were this the actual measure of withholding from retiring members, we should probably have quietly acquiesced, although it conflicts with our cherished idea that the company had long since attained such an impregnable position, and had so completely solved the problem of life insurance and adjusted its workings, that no fluctuations in membership could impair its security or disturb the perfect harmony of its movement; and that it therefore could, and did, freely extend to all the invitation to come in when they could, without obligation to remain longer than they were able, or to provide a substitute at their own cost when obliged to withdraw; but that having contributed their full equitable share whilst they remained, they should, if compelled to retire, have the "full equitable share" of their reserve and earnings returned to them. And this we believe to be the prevailing idea amongst the members, based upon the oft-repeated official declarations of the company and the assurances of its authorized agents; and in full reliance upon which declarations and assurances very many became members of the company. But we now have reason to think that such has not been the measure of the withholding within the past few years; but that in contemplation of this new departure the retiring members have been compelled to relinquish far more than an equitable share, in order to provide this "special fund" from which to make the donation of 30 per cent. to new members. If this is true, as we believe it to be, we think the retiring members have cause to consider themselves to have been inequitably dealt with, and to charge the company with injustice to its unfortunate members; and we do not believe that the abiding members will approve of any injustice to their unfortunate brothers, even though it inured to their own benefit, and much less if its fruits are to be bestowed, as a gratuity, upon those who seek to obtain the full benefits of the institution at a less cost to themselves than has been exacted from its older members. We know that there is already much dissatisfaction with the unequal "surrender values" allowed by the company; and but once let a conviction get foothold in the public mind that the company deals unjustly or inequitably with its retiring members, and trades upon their misfortunes, and the days of its success are numbered, and the beginning of the end of its usefulness is reached.

Second. By all the published statements and personal assurances of past years we have been challenged to believe that the affairs of the company were managed with such entire conservatism, sound judgment and wise forethought, that ample provision had been made against all the possible contingencies by which a well-conducted life insurance business could be threatened or impaired; that to maintain the financial strength and security of the company nothing was required beyond a steadfast adherence to the established principles and practices by which it had achieved its great success; and that it had obtained such an assured position that it was not only independent of fluctuations in its membership, but indifferent to any increase, and had voluntarily fixed a limit to their number. We are therefore unprepared to believe that notwithstanding an increase in its business during the past five years of nearly 14,000 policies, the company is now in a condition which demands that the injury inflicted by the loss of a comparatively small number in the aggregate of its policyholders, must be repaired by "infusing new vitality" at the cost of a heavy bonus to the vigorous new members from whose veins this vitality is to be transfused into the degenerating body of the company. If this is now the actual situation, it is a condition of weakness which we did not apprehend, and cannot account for, and which we shall deeply regret. Far rather would we believe that in the natural anxiety of the officers to maintain the full number of contributing members, their zeal has outrun their usual sound discretion, and prompted an effort to stimulate the business by offering inducements beyond what the necessities of the company require.

Third. We believe you are committing a grave error in admitting new members not only at a lower rate than is paid by those who made the company what it is, but even, as we understand, at less than cost; for we do not believe that you have either a legal or an equitable right to make any discrimination among the members, and much less if such discrimination be in favor of new and against old members. The enjoyment of equal benefits imposes equal burdens, and you cannot rightfully extend to the incoming stranger that which is denied to old members of the household. When, a few years since, you proposed to put in force a new table of rates, admitting new members at lower rates than older members were paying, but giving them lesser dividends, that plan was most strenuously opposed by the policyholders, and was abandoned. Far more objectionable is the present plan, which gives to the new member the full insurance, and an equal share of dividends, at a rebate of 30 per cent. upon this premium for two years; whilst for the same benefits his fellow members of many years' standing are not only required to pay the full amount of their premiums, but also to relinquish such share of the surplus as may be necessary to make good a deficit occasioned by the advent of the new members. No old policyholder can possibly regard such discrimination as equitable or just. On the contrary, we are satisfied that as soon as it comes to be fully understood by them, they will consider it so

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